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**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**MICHIGAN MATHEMATICS AND SCIENCE ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2016**

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Michigan Mathematics and Science Academy (the “Academy”), to be effective July 1, 2016, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.

- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.

- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and

(iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings

alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.

- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. Additionally, this fee may be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the

University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of

whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President or Designee and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such

proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved Michigan state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment, and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in

compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or

section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the

Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board;
or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a

reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side.

The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract

shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit

of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The Academy board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law.

Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the Application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy’s Contract is revoked or termination without further action of the parties.”

“Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.”

Section 11.13. Additional Required Provisions for Educational Service Provider Agreements. ESP agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 6:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement

Section 11.14. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.15. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;

- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.16. Academy Board Legal Counsel. If the Academy Board obtains Legal Counsel, Legal Counsel must be independent of and not representing the ESP, or ESP owner, director, officer, or employee.

Section 11.17. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.18. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.19. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.20. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy:

Michigan Mathematics and Science Academy
Attn: Board President
8155 Ritter Avenue
Centerline, MI 48015

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2016, and shall remain in full force and effect for seven (7) years until June 30, 2023, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2017 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial

cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.

- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2016, then this Contract is automatically terminated without further action of the parties.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: _____

University President or his/her designee

As the authorized representative of the Academy, I hereby certify that I comply with the Contract and all Applicable Law, and that the Academy

board, has approved and agreed to comply with and be bound by the terms of the Contract.

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY

By: _____

Academy Board President

vrc

acting on behalf of president

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2016:

Reauthorization of 6a Charter Contract – Michigan Mathematics and
Science Academy, Centerline (7 years)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on October 27, 2008, initially authorized the issuance of a contract to charter Michigan Mathematics and Science Academy (the “Academy”); and

WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2016 and ending June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 12th day of May 2016.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON OCTOBER 27, 2008:

08-4-21 (21) Charter Schools Report

Michigan Mathematics and Science Academy

On motion by Mr. Thomas and second by Mrs. Wolters, the following resolution
was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment
of public school academies as part of the Michigan public school system by
enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State
University Board of Trustees (the "Board of Trustees"), as the governing body of
a state public university, is an authorizing body empowered to issue contracts to
organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school
academy contracts be issued on a competitive basis taking into consideration the
resources available for the proposed public school academy, the population to be
served by the proposed public school academy, and the educational goals to be
achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having
requested applications for organizing public school academies and having
reviewed the applications according to the provisions set forth by the Michigan
Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Michigan Mathematics and Science Academy
("Academy"), submitted under Section 502 of the Revised School Code,
meets the Board of Trustees' requirements and the requirements of
applicable law, is therefore approved;

2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy

Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon

the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

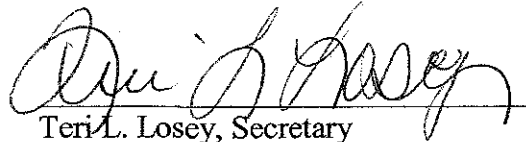
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Myra S. Dutton	1 year term expiring June 30, 2009
Taulant Kadiu	2 year term expiring June 30, 2010
Abuzer Saglik	2 year term expiring June 30, 2010
Ahmet Ugur	3 year term expiring June 30, 2011

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporation to be hereto affixed this 7th day of November, 2008.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless
a subsequent effective date within 90 days after
received date is stated in the document.

Trans Info: 14795128-1 03/17/09
Chk#: 1506 Amt: \$10.00
ID: 70384K

Name

Atilla Yusuf Guleker

Address

4060 Franklin Park Drive

City

Sterling Heights

State

MI

Zip Code

48310

EXPIRATION DATE:
DECEMBER 31, 2014

FILED

MAR 20 2009

Administrator
BUREAU OF COMMERCIAL SERVICES

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF ASSUMED NAME**For use by Corporations, Limited Partnerships and Limited Liability Companies**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

Michigan Mathematics and Science Initiative

2. The identification number assigned by the Bureau is:

70384K

3. The assumed name under which business is to be transacted is:

Michigan Mathematics and Science Academy

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 16 day of MARCH, 2009

By

(Signature)

ATILLA YUSUF GULEKER
(Type or Print Name)

RESIDENT AGENT
(Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner if the General Partner is a corporation or other entity)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
Date Received	(FOR BUREAU USE ONLY) FILED MAR 20 2009 Administrator Bureau of Commercial Services		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name	Atilla Yusuf Guleker		
Address	4060 Franklin Park Drive		
City	State	Zip Code	EFFECTIVE DATE:
Sterling Heights	MI	48310	

Tran Infol 14795126-1 03/17/09
Chk#: 1007 Amt: \$0.00
ID: 70384K

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

70384K

RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

of

MICHIGAN MATHEMATICS AND SCIENCE INITIATIVE

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

1. The name of the corporation is: **Michigan Mathematics and Science Initiative**
2. The identification number assigned by the Bureau is: **70384K**
3. The corporation has used no other names.
4. The date of filing the original Articles of Incorporation was: **August 26, 2008.**

JB

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation.

ARTICLE I

The name of the corporation is: Michigan Mathematics and Science Initiative.

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is organized on a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

-
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

-
-
- c. The corporation is to be financed under the following general plan:
 - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.

- b. Federal funds.
 - c. Donations
 - d. Fees and charges permitted to be charged by public school academies.
 - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The address of the initial registered office is:
4060 Franklin Park Drive, Sterling Heights, MI 48310
2. The mailing address of the initial registered office is the same.
3. The name of the initial resident agent at the registered office is Atila Yusuf Guleker.

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Atila Yusuf Guleker	4060 Franklin Park Drive, Sterling Heights, MI 48310
Salim Ucan	1205 N. Wheeling Road, Mt. Prospect, IL 60056
Taulant Kadiu	37436 Almond Drive E, Sterling Heights, MI 48310
Gilda Kadiu	37436 Almond Drive E, Sterling Heights, MI 48310
Rudina Guleker	4060 Franklin Park Drive, Sterling Heights, MI 48310

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Restated Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE XI

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

ARTICLE XIV

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

These Restated Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

The Academy Board hereby approves these Restated Articles of Incorporation on this 16 day of March 2009, in accordance with the provisions of Section 642 of the Act.

Douglas Rodin
Academy Board President

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

AUG 26 2008

Administrator
BUREAU OF COMMERCIAL SERVICES

Name

Atilla Yusuf Guleker

Address

4060 Franklin Park Drive

City

Sterling Hts

State

MI

Zip Code

48310

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

70384K**ARTICLES OF INCORPORATION****For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1962, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

MICHIGAN MATHEMATICS AND SCIENCE INITIATIVE

ARTICLE II

The purpose or purposes for which the corporation is organized are:

To research, develop and provide educational programs and methods to enhance and improve the learning experiences for students

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

_____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

120.00 PB 113160

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
none
- b. The description and value of its personal property assets are: (if none, insert "none")
none
- c. The corporation is to be financed under the following general plan:
nta Grants
- d. The corporation is organized on a Directorship basis.
(Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:
4060 Franklin Park Drive Sterling Hts Michigan 48310
(StreetAddress) (City) (ZIP Code)
2. The mailing address of the registered office, if different than above:
 Michigan (ZIP Code)
3. The name of the resident agent at the registered office is:
Atilla Yusuf Guleker

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Atilla Yusuf Guleker	4060 Franklin Park Drive, Sterling Hts, MI, 48310
Salim Ucan	1205 N Wheeling Rd., Mt. Prospect, IL 60056
Taulant Kadiu	37436 Almond Drive E, Sterling Hts, MI, 48310
Gilda Kadiu	37436 Almond Drive E, Sterling Hts, MI, 48310
Rudina Guleker	4060 Franklin Park Drive, Sterling Hts, MI, 48310

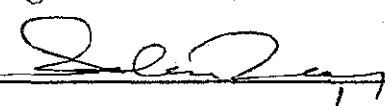
Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 26th day of August, 2008.

ATILLA YUSUF GULEKER



SALIM UCAN




TAULANT KADIU

Taulant Kadriu

GILDA KADIU

Gilda Kadriu

RUDINA GULEKER



SCHEDULE 3

BYLAWS

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BYLAWS
OF
MICHIGAN MATH and SCIENCE ACADEMY

ARTICLE I

Michigan Math and Science Academy

This organization shall be called Michigan Math and Science Academy (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 4060 Franklin Park Drive, Sterling Heights, MI 48310. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as

required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d)

keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No

contract entered into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII

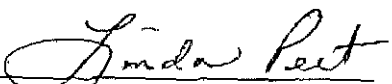
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice requirements for special meetings. Upon approval, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of

the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 17th day of January, 2009.


Secretary 3/31/09

SCHEDULE 4

FISCAL AGENT AGREEMENT

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to **Michigan Mathematics and Science Academy** ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. **Definitions.** Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy

shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2010, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.


The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: _____


Joseph L. Fielek, Director
Bureau of Bond Finance
Michigan Department of Treasury

Date: Feb 18, 2009

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2016 – June 30, 2017

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2016-2017 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2016-2017.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2016-2017.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2015-2016, if applicable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2015-2016 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2016-2017.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2016-2017.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2016-2017.	CSO
August 3	Board Designated Legal Counsel for 2016-2017.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2016-2017.	CSO
August 20	Annual Education Report 2015-2016 academic year to be submitted and presented at a public meeting.	CSO
August 29	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	Organizational Chart for 2016-2017.	CSO
September 6	Board approved Student Handbook 2016-2017.	CSO
September 6	Board approved Employee Handbook 2016-2017.	CSO
September 6	Copy of School Improvement Plan covering 2016-2017 academic year.	CSO
September 6	School Information Update- See Epicenter Task for template	CSO
October 3	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 3	Staff Roster (GVSU Format)	CSO
October 3	Annual Nonprofit Corporation Information Update for 2016.	CSO
October 10	Unaudited Count Day Submission.	CSO
October 10	Criminal History Record Registration- New Schools	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2016 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 28	Audited Financial Statements for fiscal year ending June 30, 2016. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 28	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2016, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 28	Annual A-133 Single Audit for year ending June 30, 2016 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
October 28	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
January 6	Modifications to ISD’s Plan for the Delivery of Special Education Services covering 2016-2017 signed by a representative of the Academy.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso .	CSO
January 30	Board Member Annual Conflict of Interest	CSO
February 17	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 28	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2017-2018.	CSO
June 2	Certificate of Boiler Inspection covering years 2017-2018.	CSO
June 27	Board Approved Amended Budget for 2016-2017 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2016-2017 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2017 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2018.	CSO

Ongoing Reporting Requirements July 1, 2016 – June 30, 2017

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2016 – June 30, 2017

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval). Reference: MCL 29.19	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2016 – June 30, 2017

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file	ISD, CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	(Contact local ISD for due date.)	
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

C. In accordance with Section 11.13. Additional Required Provisions for Educational Service Provider Agreements, of the Terms and Conditions, the following categories must be clearly defined within each ESP agreement that the Academy is a party to:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement”

Education Management Agreement Michigan Math and Science Academy - Concept Schools

THIS EDUCATION MANAGEMENT AGREEMENT (the "**Agreement**") is executed as of this 20th day of the June, 2009, by and between Concept Schools ("**Concept**"), a Michigan Math and Science Academy ("**MMSA**"), a Michigan non-profit corporation.

WHEREAS, MMSA has qualified as a tax-exempt organization under Section 501(c) (3) of the Code;

WHEREAS, MMSA has been granted a charter (the "**Charter**") to organize and operate a charter school (the "**School**"), located at 8155 Ritter Ave. Center Line, MI 48030, by the Grant Valley State University pursuant to the State of Michigan Charter Schools Law, as amended (the "**Charter Schools Law**");

WHEREAS, MMSA and the Grant Valley State University entered into a Grant of Charter and Charter School Agreement dated as October 27, 2008 (the "**Charter Agreement**"), which sets forth certain terms and conditions of the Charter and which may be amended from time to time;

WHEREAS, MMSA is governed by a Board of Directors (the "**MMSA Board**"), which is responsible for overseeing the operations of MMSA;

WHEREAS, Concept desires to provide services to MMSA;

WHEREAS, MMSA and Concept now desire to enter into this Agreement to govern their relationship beginning August 18, 2012 (the "**Effective Date**");

NOW, THEREFORE, for and in consideration of the mutual undertakings in this Agreement, the parties hereby agree to the following terms and conditions:

1. Term.

(a) Initial Term: Unless terminated earlier in accordance with this Agreement, the term of this Agreement (the "**Term**") shall be effective on the Effective Date and continue for one (1) year.

(b) Extensions: This Agreement will automatically renew for additional, successive one (1) year terms unless one party notifies the other party on or before the April 1st prior to the expiration of the then-current term of its intention to not renew this Agreement. Notwithstanding the foregoing, in no event shall the Term extend beyond the term of the charter granted to MMSA, as such charter may be extended from time to time (as indicated in item 8 and 9 outlined in pages 14-15.)

2. Concept's Responsibilities.

(a) Provision of Services: Concept shall provide the services described herein (the "Services") to MMSA subject to the direction, oversight and policies of MMSA, and the requirements of the Charter Agreement and the Charter Schools Law to the extent applicable to such Services. Any responsibility of MMSA that is not specifically designated to Concept herein shall be assumed to remain the responsibility of MMSA unless otherwise agreed upon by both parties.

(b) Services to MMSA as Charter Holder

(i) Concept shall provide to MMSA ongoing training programs throughout each academic year with respect to the obligations of a non-profit director and charter school director.

(ii) Concept shall provide consulting and liaison services with the Authorizing Body and other governmental and quasi-governmental offices and agencies to ensure that MMSA may continue its operation.

(iii) Budget; Concept shall prepare and submit an annual projected budget for the academic year, in reasonable detail, to MMSA for the School on or before June 30 of each year. MMSA must approve such budget before Concept may receive its Management Fee (as defined in Section 7).

(c) Personnel

(i) All school personnel shall be selected by the Concept Schools, and shall be employees of MMSA ("MMSA Employees"). MMSA shall compensate all such employees according to MMSA's compensation policies, which may include performance-based incentives. MMSA shall pay for the salaries, fringe benefits, employment taxes and other employment related costs and expenses for all MMSA Employees.

(ii) Concept shall ensure that all MMSA Employees (collectively, the "School Employees") meet all local, state, and federal regulations related to school personnel and will complete a background check in accordance with the Charter Agreement and public school policies for all School Employees.

(iii) Concept shall determine staffing levels at the School, update and revise position descriptions, and prepare employment contracts for all School Employees.

(iv) Concept shall provide to all School Employees (i) training in its methods, curriculum, program, and technology to all teaching personnel at the School on a regular basis, (ii) training to new teaching personnel prior to the commencement of each academic year, and (iii) ongoing professional development programs throughout each academic year, provided that such training and development may be held onsite or offsite, at locations selected by Concept.

(v) Concept shall comply with (and shall assist MMSA with its compliance) applicable federal and state laws, concerning School Employee welfare, safety and health, including, without limitation, the requirements of federal law for a drug free workplace.

(vi) Concept shall comply with (and shall assist MMSA with its compliance) all applicable federal and state laws and regulations concerning the maintenance and disclosure of employee records for School Employees.

(vii) Concept shall not illegally discriminate against any School Employee or applicant for employment on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, veteran status, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.

(d) Attendance Days; School Days; School Week. Concept shall set the calendar for the academic year and shall ensure the following: (i) that the School open in August and continue until June, (ii) that the academic year consist of approximately 190 school days, provided that the number of school days must meet or exceed Michigan requirements and must be approved in advance by MMSA, and (iii) that the normal school week shall consist of, on average, four seven and one-half (7½) hour days, no school day of less than four hours, and an average of 35 hours of weekly attendance, provided the length of school days at the School must meet or exceed Michigan requirements and must be approved in advance by MMSA.

(e) Maximum Class Size. Concept shall determine the size of each class for the School. Concept shall ensure that no class contains more than thirty (30) students.

(f) Admissions and Enrollment. Concept shall be responsible for admissions and enrollment. Concept shall adhere to the admission and enrollment policy as adopted by MMSA Board.

(g) Recruiting. Concept shall be responsible for the recruitment of students for the School. Each year Concept shall develop a recruitment plan that shall be approved by the MMSA Board. Such plan shall include, but not be limited to, the development and implementation of newspaper and radio advertisements. MMSA shall not incur any recruitment costs other than those listed, if any, in the approved recruitment plan.

(h) Compliance with External Source Funding. In carrying out the Services under this Agreement, Concept shall (i) comply with all terms and conditions of any external source funding (e.g., federal and state funds designated for particular purposes such as Title I and special education), (ii) upon reasonable advance request, provide evidence to MMSA that the School is in compliance with such terms and conditions, and (iii) provide all reports, data, and information reasonably necessary for MMSA to meet any reporting, certification or other requirements for such funding.

(i) School Operations.

(i) Concept shall provide MMSA and all of its students at the School with a complete educational program based on (A) school management principles previously presented in writing to MMSA, subject to the overall direction, oversight and policies of MMSA, (B) the requirements of the Charter Agreement, and (C) the Charter Schools Law, except as may be further required by this Agreement.

(ii) Concept shall provide the management and administrative services necessary to implement and operate its educational program at the School.

(iii) Concept shall operate the School in accordance with the program requirements set forth in this Agreement.

(j) Assessment of Success.

(i) Concept shall be responsible for and accountable to MMSA for the performance of students who attend the School, said performance to be measured in accordance with the requirements of the Charter Agreement and the Charter Schools Law, and Concept shall coordinate and conduct such testing as is required to permit the evaluations contemplated by each of the foregoing.

(ii) Concept shall measure the success of the School based on absolute levels of student achievement in terms of test scores, and among other measures, on comparative measures against students in the local school district who have backgrounds and achievement levels similar to the School's students upon their enrollment at the School, and on measures of parent and student satisfaction.

(k) Reporting.

(i) Year End and Periodic Reports: Concept shall provide information on the performance of the School and its students to MMSA in an annual academic year-end report (which year-end report shall be submitted to MMSA no later than September 30th of the following academic year), and such other reports as may be required by the Charter Agreement and the Charter Schools Law (including, without limitation, monthly and quarterly financial reports as required by the Charter Agreement), provided that all such year-end reports shall be consistent with monthly and quarterly reports. All such year-end reports shall include a cover letter addressing the following, without limitation:

(A) Student information, broken down by grade level, is including:

(1) Number of students served;

(2) Demographic characteristics of students, including with respect to race, percentage that qualify for free lunch, percentage that are English language learners (and what the home language is for such English language learners), percentage of students with disabilities;

(3) Student performance on standardized measures of evaluation;

(B) Faculty/staff information including, where applicable:

(4) Staff, faculty and administration credentials, including such information as college attended, SAT/ACT scores, GRE scores where applicable, and performance on applicable teacher exams;

(5) Staff, faculty and administration retention rates within the most recent academic year;

(6) Staff, faculty and administration turn-over between the two most recent academic years;

(7) Report of professional development during the previous year with respect to frequency, duration, and topics covered;

(ii) Additional Information. Concept shall provide all information regarding the operation of the School and the students at such times and in such manner as MMSA shall reasonably request, including without limitation information relating to Concept's educational performance and the efficiency of the operation of the School during the academic year and any information required by CPS, the Charter Agreement, and Charter Schools Law. This Section shall survive termination of this Agreement with respect to reports covering periods prior to termination.

(iii) August 1st Deliveries: By August 1st of the academic year, Concept will deliver to MMSA the following documents:

(A) A full description of the curriculum used for each grade to be served during the year, provided any revisions, additions, or deletions have been made to previously submitted documents, which shall include:

(1) Full scope and sequence for each subject to be taught during the academic year;

(2) Curriculum maps that describe content, skills and assessment used in each subject for each grade to be served during the year;

(3) Explanation of vertical and horizontal alignment of the curriculum between and across grade levels and subject matter;

(4) Description of how curriculum in each subject area is aligned to Michigan State Learning Standards;

(5) Description of the program to meet the needs of students with disabilities;

(6) Description of the program to meet the needs of English Language Learners (ELL);

(7) A description of the character educational program being implemented including the scope and sequence of such program; and

(B) Emergency preparedness plan for natural disasters and threats of violence to students, staff and faculty;

(C) A description of the organizational structure of Concept and the School, including names, which description shall include without limitation a description of the responsibilities of

each member of the school administrative team, including Regional Directors, Curriculum Coordinators, School Directors, Associate Directors, Team Leaders, Disciplinarians, and any other administrative team members;

(D)A plan describing how the Concept Code of Conduct will be enforced by Concept and school staff, which plan shall include without limitation a description of how staff members, students, and volunteers will be informed of the Concept Code of Conduct;

(F)A copy of the Concept Employee Handbook;

(G)A copy of the Student and/or Parent Handbook;

(H)A description of all fees that will be assessed on parents; including without limitation policies for fees related to school trips, special projects, graduation ceremonies, and other special events, a full plan for how fees will be collected, recorded, and administered, and a plan for the reduction and/or forgiveness of fees for families experiencing economic hardship.

(iv)July 1st Deliveries: By July 1st of the following academic year, Concept will deliver to MMSA a report detailing:

(A) Student performance at each grade level, in each subject;

(B) After school and ancillary activities that occurred at the School during the year; including without limitation the purpose of the activity, the number of students who participated in each activity, how often the activity occurred, and the outcomes; and

(C) Community partnerships, including without limitation the names of the community partners, the frequency of contact, the purpose of the relationship, and the outcomes of the relationship.

(v) School finances. Concept will deliver the following School finance reports as provided below.

Cash Flow Report	On the 7th business day following the close of each quarter
YTD Budget vs. Actual Financial Statement	On the 15th business day following the close of each quarter
Annual Cash Basis Budget for the Immediately Succeeding Academic Year	May 30th of each year
Annual Accrual Basis Budget with Commentary for the Immediately Succeeding Academic Year	May 15th of each year
Preliminary Annual YTD Budget vs. Actual Financial Summary with Commentary	July 30th of each year

(l) Financial Reports. Concept shall prepare and deliver to MMSA (i) bi-monthly and quarterly reports on the School's finances to MMSA, which shall include detailed statements of all revenues received, from whatever source, and detailed statements of all direct expenditures for services rendered to or on behalf of the School and students who attend the School, whether incurred on-site or off-site, and which shall be delivered not later than the earlier to occur of (A) the date on which delivery of such report is required pursuant to the Charter Agreement or the Charter Schools Law, and (B) in the case of monthly reports, ten (10) days following the close of each month, and in the case of quarterly reports, forty-five (45) days following the close of each of the four fiscal quarters, (ii) an independently audited annual financial report, as required by the Charter Schools Law not later than ninety (90) days following the close of the each fiscal year, (iii) any other financial and other operational reports relating to the School which may be required pursuant to the Charter Agreement and the Charter Schools Law in accordance with the requirements thereof. Unless otherwise required by the Charter Agreement and the Charter Schools Law, the foregoing reports shall include the use of activity funds collected at the beginning of the academic year or any special collections for field trips, special activities, and special events, and Concept managed clubs, and or activity groups. The audit described in (ii) above shall explicitly correlate all budgeted administrative costs and expenses, including without limitations all costs and expenses described in (y) below with actual costs and expenses based on standard cost accounting principals.

(m) Compliance with Local, State, and Federal Guidelines.

(i) Concept shall provide all Services in accordance with the Charter Agreement, the Charter Schools Law, and applicable state and federal regulations.

(ii) Concept shall meet an agreed calendar of reporting dates relating to local, state, and federal compliance reporting and must submit at least 90% of the documents on time (and the remaining 10% within thirty (30) days of the applicable reporting date) and at least 90% of the documents must be accurate the first time that they are submitted.

(iii) If Concept fails to meet the 90% benchmark in terms of either accuracy or timeliness in a fiscal quarter, MMSA shall notify Concept in writing that such benchmark was not met. If Concept fails to meet the 90% benchmark in terms of either accuracy or timeliness in two consecutive fiscal quarters, MMSA shall be entitled to hire the staff necessary to complete the compliance work for Concept for the next two fiscal quarters, and Concept shall reimburse MMSA for all expenses related to the hiring, training, and supervision of these compliance workers.

(iv) Except to the extent expressly waived by state authorities, Concept shall, and shall cause its officers and employees to, (A) comply with the Charter Schools Law, the Charter Agreement, and all applicable federal and state laws, concerning the maintenance and disclosure of student records, and (B) comply with the Family Educational Rights and Privacy Act, *provided* that Concept acknowledges that such records are property of MMSA, that Concept has no rights in such records whatsoever, that it shall maintain such records on behalf of MMSA and may use such records only in connection with its duties under this Agreement, and that it will follow MMSA's instructions in connection with such records. Based on the foregoing,

MMSA hereby designates employees of Concept as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act.

(n) Concept Fund Raising. Concept shall assist MMSA in identifying and applying for grants. Concept shall have the right to apply for and receive grant money on its own or together with MMSA, so long as such applications (i) are approved by the MMSA Board and (ii) the received funds are utilized for their intended purpose and in a manner consistent with the requirements of the grant. Concept must keep MMSA informed in writing of such applications prior to any application's submission, at the level of detail that MMSA reasonably requests.

(o) Additional Programs. Concept shall coordinate summer school programs, as well as before and after school programs. Concept shall also coordinate additional programs as may be mutually agreed upon by the parties.

(p) Technology Support. Concept shall (i) amend and update the technology plan on a regular basis, (ii) provide web design and hosting services, (iii) advise on the integration of new technology into MMSA, and (iv) provide technology support services as may be requested by MMSA.

(q) School Facility. MMSA shall be responsible for coordinating the cleaning, maintenance and operation of the School Facility. Concept shall make reasonable suggestions to MMSA regarding potential improvements to the School Facility

(r) Purchasing Services. Concept may purchase or lease on behalf of MMSA requested furniture, computers, software, equipment, and other personal property necessary for the operation of MMSA. All such property purchased in this manner shall be deemed the property of MMSA. Concept shall provide access to supply sources so MMSA can obtain centralized purchasing discounts where applicable and available.

(s) Tax-Exempt Status. Concept acknowledges and agrees that this Agreement is intended to be consistent with MMSA's status as a tax-exempt organization and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from causing MMSA from losing its tax-exempt status and, if necessary, shall amend this Agreement in such a manner that will cause it to comply.

3. Intellectual Property.

Both parties acknowledge that they mutually own all proprietary rights to curriculum or educational materials that (i) are developed by MMSA or (ii) are developed by Concept with funds from MMSA. Concept and MMSA understand that Concept's educational materials and teaching techniques and other documents used by or in MMSA may be disclosed in accordance with applicable law and the legal opinion of legal counsel of MMSA.

4. **Subcontracts.**

Subject to approval by the MMSA Board, Concept may subcontract services provided to MMSA except for the management, oversight, or operation of the teaching and instructional program.

5. **Authority.** Concept shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by Michigan Charter Schools Law or the Charter Agreement.

6. **Remaining within Budget**

In connection with the operation of the school, Concept shall not deviate more than 5% from the approved budget without notice to MMSA and by MMSA Board of Directors. If Concept shall be faced with an unforeseen expense that requires Concept to adjust the entire approved budget, Concept shall notify MMSA of such unforeseen expense and shall submit an adjusted budget to MMSA for approval, which approval shall not be unreasonably withheld.

7. **Fees.**

(a) In consideration of the Services to be provided to MMSA by Concept, MMSA shall pay Concept a fee equal to twelve (12%) of the foundation allowance and public school academy protected per pupil revenues received by MMSA, including grant funding received on a per pupil basis, to the extent that such grants do not prohibit the transfer of grant funds to a third party (the "Management Fee"). The Management Fee shall be payable to Concept only if each of the following requirements has been satisfied: (1) the MMSA Board has approved a budget which includes the fees to be paid to Concept; (2) the Services for which Concept is to be paid have been provided to MMSA; (3) Concept has submitted to MMSA an invoice for the duration of the services, as well as a report outlining the services provided during that time period; and (4) the MMSA Board approves the fees to be paid to Concept in the particular time period.

(b) All fees payable hereunder shall, at Concept's option, are made via electronic funds transfer. MMSA shall cooperate with Concept to set up and establish necessary accounts and procedures such that MMSA shall transfer such payments to Concept as such payments become due.

(c) Applicable to first year of operation of MMSA only, all legal expenses for international staff members' visa applications shall be assumed by Concept Schools. Such expenses that MMSA makes shall be deducted from the 12% management fee payable to Concept that is set forth above.

8. **Dispute Resolution.** Other than a dispute falling under item 9 and 10 below concerning termination of this Agreement, and for all other disputes regarding either any term of this Agreement or any public school academy, the parties shall use the following dispute resolution procedure: The parties shall make initial attempts to resolve any dispute between a designated Board Member of MMSA and the President of Concept. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified arbitrator

responsible and mutually agreeable to the parties for binding arbitration. The parties shall equally split all fees or costs of binding arbitration, notwithstanding each party shall bear costs of its own legal counsel.

9. **Termination by MMSA.** MMSA may terminate this Agreement in the event Concept materially breaches this Agreement. Material breach, without limitation, shall include:

- (a) Concept substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from MMSA;
- (b) Concept is liquidated or dissolved;
- (c) Concept files a voluntary petition under any federal or state bankruptcy statute;
- (d) A third party files an involuntary petition against Concept under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- (e) Concept fails to meet any of the material terms of the Charter; and
- (f) Concept assigns this Agreement without the written consent of MMSA.
- (g) MMSA may terminate this agreement if the Authorizing Body terminates the Charter.

10. **Termination by Concept.** Concept may terminate this Agreement in the event MMSA materially breaches this Agreement. Material breach, without limitation, shall include:

- (a) MMSA substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from Concept;
- (b) MMSA is liquidated or dissolved;
- (c) MMSA files a voluntary petition under any federal or state bankruptcy statute;
- (d) A third party files an involuntary petition against MMSA under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- (e) MMSA fails to pay any fees due to Concept within sixty (60) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between MMSA and any funding entity;
- (f) MMSA assigns this Agreement without the written consent of Concept;
- and
- (g) Concept may terminate this Agreement if Authorizing Body terminates the Charter.

11. **Duties Upon Notice of Termination and Termination.** Unless otherwise agreed in writing by the parties, the parties agree to continue charter school operations through the end of the academic year (the "**Termination Date**"); provided that MMSA continues to pay Concept the Management Fee. Concept's obligations under this

Agreement and other expertise shall not cease until the Termination Date. MMSA shall pay to Concept all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, Concept shall not impede MMSA's continuation of the academic year.

12. **Indemnification.** Except as otherwise stated in this Agreement, MMSA agrees to indemnify, defend and hold harmless Concept from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by Concept as a result of any claims, actions or lawsuits brought against Concept as a result of the negligence, recklessness or intentional misconduct of MMSA. Likewise, except as otherwise stated in this Agreement, Concept agrees to indemnify, defend and hold harmless MMSA from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by MMSA as a result of any claims, actions or lawsuits brought against MMSA as a result of the negligence, recklessness or intentional misconduct of Concept. This indemnification provision shall survive the termination of this Agreement.

Concept and MMSA will indemnify and hold the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the MMSA's operations or which are incurred as a result of the reliance by the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the MMSA, or which arise out of the failure of MMSA to perform its obligations under Charter Agreement.

13. **Insurance.** MMSA agrees to maintain workers compensation insurance, employment practices insurance, insurance against student claims, general commercial liability insurance, including personal injury and property damage, product liability insurance, umbrella/excess liability insurance and other insurance which is appropriate in the types of coverage and amounts in the industry in which Concept operates or as deemed necessary by the MMSA Board. Proof of insurance must be available at time of signing this Agreement upon request by either parties or the Authorizing Body.

14. **Bonding.** Bonds for each of Concept's employees administering this Agreement are required in the amount of \$100,000 or such amount as may be reasonably required by MMSA and bonds or crime insurance for theft and embezzlement are required in the amount of \$100,000 or such amount as may be reasonably required by MMSA for all Concept employees handling money.

15. **Relationship of the Parties.** The parties hereto acknowledge that their relationship is that of an independent contractor. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties. This Agreement shall not be construed as an abdication of MMSA's responsibilities and authority for policy setting, strategic planning,

budgeting, the educational program and overall oversight monitoring and supervision of MMSA. MMSA at all times maintains the right to accept or reject Concept's recommendations.

16. **No Third Party Beneficiaries.** This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any third person.

17. **Headings.** Headings used herein are for reference only and are not intended, nor shall they be used, in interpreting this instrument.

18. **Notices.** Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

Concept Schools, NFP
2250 E. Devon Ave,
Suite 215
Des Plaines, IL 60018
Attention:
Facsimile: (847) 824-3382

With a copy to:

[ADDRESS]

If to the School, to:

Michigan Math and Science Academy
8155 Ritter Ave.
Center Line, MI 48015

19. **Severability.** The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

20. **Waiver and Delay.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

22. **Assignment.** Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. **Amendment.** This Agreement may not be modified or amended except by a writing signed by each party hereto.

24. **Counterparts.** This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

25. **Conflicting Provisions.** Any provisions that are contrary to or conflicting with the Charter shall be superseded by the terms and conditions of the Charter.


/Signature Page Follows/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MICHIGAN MATH AND SCIENCE ACADEMY

By: Tarant Kede
Its: President.

CONCEPT SCHOOLS


By: _____
Its: President & CEO

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Standards for Schools Serving Students from Ninth to Twelfth Grade:

Standard #1: The public school academy will meet or exceed the performance of its select peer district's ACT composite or successor state test performance for all groups of pupils. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: The public school academy will not average more than one-half a standard deviation below GVSU's ACT or successor state assessment/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #3: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #4: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer

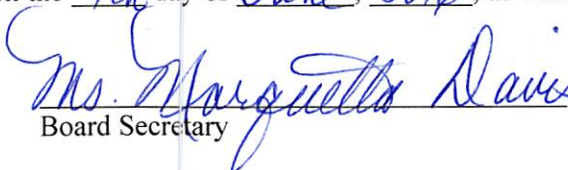
district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 6/4/2016


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the MMSA Board of Directors at a properly noticed open meeting held on the 4th day of June, 2016, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

Please see separate folder on Contract CD for full Curriculum

SCHEDULE 7-3

STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



Michigan Math and Science Academy

Job Descriptions and Performance Standards

May 02, 2016

For each job, all primary roles and major responsibilities are listed. However, additional duties and skills may be required for each job.

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Director/Principal

School: Michigan Math and Science Academy

Salary: \$70,000-90,000

Supervisor: Board of Directors

Primary Role and Purpose: Operate as the educational leader and chief educational officer of the school while implementing policies set by the board of directors. Assume administrative responsibility for the planning, operation, supervision, and evaluation of the education programs, services, facilities of the charter contract, and for the annual evaluations of the school staff.

Education:

Minimum of a bachelor's degree, master's degree preferred.

Certification:

Director / Principal should have appropriate administrative certification or continuing education credits in compliance with the requirements of the State of Michigan.

Skills:

- Knowledge of school law, finance, and curriculum.
- Able to manage budget and personnel.
- Able to interpret policy, procedures, and data.
- Exceptional organizational, communication, public relations, and interpersonal skills.

Experience:

At least 5 years of teaching or administrative experience.

Responsibilities and Duties:

Instructional Leadership

- Be knowledgeable about all aspects of the instructional program and analyze data to confirm continuous focus on improving student academic performance.
- Work with staff, board, parents, and community to plan curriculum.
- Develop, evaluate, and revise the school improvement plan annually with the input of all school committees.
- Compile reports and assist the board in the evaluation of the effectiveness of school programs.

School Morale

- Demonstrate skill in anticipating, managing, and resolving conflict.
- Assure ongoing communication with school personnel.

School Improvement

- Analyze periodic evaluations of programs and operations to establish improvements needed to attain goals of school.
- Use a collaborative decision-making and problem solving process when possible.
- Encourage goal-oriented achievement and support the efforts of school performance objectives (academic excellence indicators).

Personnel Management

- Advise on the number and types of positions needed to fulfill the school functions effectively and organize the school's central administration.
- Encourage a positive work climate that promotes high staff morale and excellence in the school.
- Employ non-contractual personnel. Advise contractual personnel of employment.
- Designate assignments for all personnel. Exercise final authority over transfer of educators due to enrollment shifts or program needs.
- Designate the duties of all personnel.
- Oversee the staff evaluation program.
- Oversee the termination or suspension of employees or non-renewal of term-contract personnel. Terminate non-contractual personnel.
- Serve as a liaison between the board and staff.
- Advise school staff on pay systems, pay increases, or pay adjustments for personnel.
- Administer pay systems.



- Encourage all professional development activities.

Management of Fiscal, Administrative and Facilities Functions

- Keep informed on laws and public policy dealing with education on the local, state, and federal level.
- Incorporate procedures and regulations to manage school operations and apply policies adopted by the board.
- Ensure all essential documents are compiled as requested by the board, the Illinois Board of Education, and other federal and state agencies and any records subpoenaed by a court of law.
- Compile and submit annual proposed budget to the school board.
- Consult with all financial accounting staff and ensure that approved budget is being managed in accordance with policy.
- Ensure all state and federal requirements are met.
- Ensure that the school facilities are maintained and that provisions are made for the safety of students, employees, and other users of school facilities.
- Keep informed on the status of school property, casualty, and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

Student Management

- Provide positive education environment through the practice of an impartial and effective system of student discipline management.
- Collaborate with staff, board and community to ensure implementation of support services for students.

School and Community Relations

- Produce and apply open communication between the school, the parents, and the community.
- Encourage support and involvement with the school.
- Represent the school in activities involving other schools and professional and community groups.

Professional Growth and Development

- Ensure a professional development plan is reviewed annually with the board and collaborate with board members on the criteria for the CEO's performance evaluation.
- Engage in professional development through educational participation in conferences, organizations, and reading of professional development material.

Board Relations

- Collaborate with the board in monitoring individual and team training needs. Provide training opportunities.
- Compile board agendas and meeting materials with the board president.
- Ensure the board is informed on issues, needs, and operations of the school.
- Advise on policies presented to the board for adoption and monitor the adaptation of adopted policies.
- Employ discretion and judgment on issues not covered by board policy.
- Communicate board policy to the staff and community and ensure the policies are maintained.
- Manage all board minutes and records.
- Advise school staff on all litigation or potential litigation unless board instructs otherwise.

Supervisory Responsibilities

Maintain general supervision exercise authority over all school employees and over programs they are responsible for maintaining. Ensure fiscal, academic and school accountability to the board.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

Instructional Coordinator



School: The Michigan Math and Science Academy

Supervisor: Director

Salary: \$50,000-\$65,000

Primary Role and Purpose: Assist the Director in instructional program administration and school level operations.

Education:

At least a bachelor's degree, master's degree preferred.

Skills:

- Working knowledge of charter operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating school's academic operations.
- Working knowledge about evaluation of curriculum, student progress.

Experience:

At least 3 years of teaching experience

Responsibilities and Duties:

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative education programs, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

School Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help School Director to design, manage and implement information systems to manage and track progress on school goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist Director in interviewing, selecting and orienting new employees.

Administration and Fiscal/Facilities Management

- Oversee school's operations in Director's absence.
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments, and extracurricular activity schedules.
- Oversee student attendance records and assist the Administrative Assistant on truancy issues.
- Document needs of schools academic in order to compile yearly Annual Report with school administrators and staff.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools, and charter policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop a positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.

Professional

- Enrich job skills through professional development.

School and Community Responsibilities

- Convey the school's mission to the public and encourage support in accomplishing the mission.
- Illustrate understanding of school and community needs and begin activities to meet those needs.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.



Supervisory Responsibilities:

- Share supervisory duties for school professional staff with school Director.
- Oversee teachers, custodians, paraprofessionals, clerical personnel and others as assigned.

Teaching Responsibilities: 10 to 15 hours per week.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.



Dean of Students

School: The Michigan Math and Science Academy

Supervisor: Director

Salary: \$50,000-\$65,000

Primary Role and Purpose: Assist the Director in instructional program administration and school level operations.

Education:

At least a bachelor's degree

Skills:

- Working knowledge of public/charter school operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating school's discipline related operations.
- Working knowledge about following discipline codes and student progress.

Experience:

At least 3 years of teaching and/or administrative experience in public school settings as a disciplinary person.

Responsibilities and Duties:

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative disciplinary approaches, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

School Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help School Director, design, manage and implement information systems to manage and track progress on school's goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist the Director in interviewing, selecting and orienting new employees.

Administration and Fiscal/Facilities Management

- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules.
- Organize safety drill practices and inspections.
- Oversee student attendance records and assist the Administrative Assistant on truancy issues.
- Document needs of schools academic in order to compile yearly Annual Report with school administrators and staff.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools and charter policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop a positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.

Professional

- Enrich job skills through professional development.

School and Community Responsibilities

- Convey the school's mission to the public and encourage support in accomplishing the mission.
- Illustrate understanding of school and community needs and begin activities to meet those needs.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

**Supervisory Responsibilities:**

Share supervisory duties for school professional staff with school Director. Oversee teachers, custodians, paraprofessionals, clerical personnel and others as assigned.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.



Teacher(s)

School: Michigan Math and Science Academy

Supervisor: Instructional Coordinator and Director

Salary: \$32,000-55,000

Primary Role and Purpose: Provide students with appropriate educational activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Help students develop the skills necessary to be a productive member of society.

Education:

Bachelor's Degree, with appropriate teacher certification.

Skills:

- Understanding of subjects assigned.
- Working knowledge of curriculum and instruction.
- Capable of instructing students and managing their behavior.
- Exceptional organizational, communication and interpersonal skills.

Experience:

At least student teaching experience required.

Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the schools curriculum. Ensure written plans are available for review.
- Ensure lesson plans show modifications for differences in student learning styles.
- Teach instructional subjects according to guidelines established by Illinois Learning Standards, school policies and administrative regulations.
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs.
- Design instructional activities by using data from student learning style assessments.
- Collaborate with special education teachers on student Individual Education Plans to ensure all modifications are met.
- Collaborate with staff to determine school requirement for the instructional goals, objective and methods.
- Produce and oversee teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Help students assess and enhance their study methods and habits.
- Produce formal and informal testing to evaluate student success.
- Coordinate and manage extracurricular duties as assigned. Sponsor outside activities approved by the school Director.
- Serve as an example for students, support mission of school.

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students.
- Control student behavior in agreement with the student handbook.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on book, equipment and material selection.

Communication

- Establish communication rapport with parents, students, Directors and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Professional

- Enrich job skills through professional development activities.



Other

- Keep up to date on and abide by state and school regulations and policies for classroom teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meeting and assist in staff committees as necessary.

Supervisory Responsibilities:

Oversee assigned teacher aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Extended hours may be required.
- Some lifting may be required.

Business Manager



School: Michigan Math and Science Academy

Supervisor: Director

Salary: \$45,000-\$60,000

Primary Role and Purpose: Oversee and maintain the operation of all financial and business affairs of the school including accounting, payroll, purchasing, and risk management. Act as the chief financial adviser to the Director and the Board of Directors.

Skills:

- Applicable knowledge of school finance, budgeting, accounting systems, and economics.
- Effective communication, public relations, and interpersonal skills.
- Knowledge of personal computers and software to compile spreadsheets, perform data analysis, and do word processing.
- Capable of interpreting policy, procedures, and data.
- Capable of managing budget and personnel.
- Capable of coordinating school activities.

Experience:

Some experience in a K-12 teaching and learning environment.

Responsibilities and Duties:

Fiscal Management

- Ensure Director is advised on the business affairs of the school.
- Analyze accounting practices, systems, and controls in all school departments and advise on improvements in their structure, implementation, and maintenance.
- Manage a revolving auditing program for all funds and work with the school's independent and internal auditors while conducting audits.
- Maintain accounting systems that comply with laws and regulations.
- Devise period cash flow analysis to determine cash available for investment and payment of bills.
- Manage school investment portfolio.
- Supervise monthly bank settlement preparations for the operating, special revenue, debt service, construction, tax, cafeteria, and athletic accounts. Audit statements of vendor and payroll clearing accounts.
- Compile and enter all budget adjustments, additions, and deletions.
- Assess and authorize all purchase orders and check requests and manage budget by certifying availability of funds.
- Help with drafting of budget and assessing the long- and short-range objectives for the business operations of the school.
- Oversee needs evaluation for the enhancement of the school business operations.
- Collaborate with school personnel to project student enrollments, staff needs, building and facilities needs, energy needs, capital equipment needs and other cost items for the school and individual school improvement.
- Monitor the business office budget and see that programs are cost effective and funds are managed effectively.
- Act as school leader to achieve cost-effective practices throughout the school.
- Confirm that business operations support the school mission.

Documentation and Law

- Ensure policies established by federal and state law that apply to charter schools, and local board policy in area of business operations are being followed.
- Manage all hardcopy and computerized reports, records, and other documents required.
- Compile and review monthly financial statements and budget reports.
- Draft comprehensive annual financial report.
- Compile semi-annual financial reports to BALL STATE UNIVERSITY OFFICE OF CHARTER SCHOOLS for submission.
- Draft quarterly and final reports for all federal funds.



Inventory

- Ensure accurate computerized inventory records of all of the school's assets.
- Maintain and direct sales of surplus salvage equipment for disposal
- Requisition supplies, textbooks and equipment; verify inventory; manage records; and confirm receipts for materials.
- Oversee maintenance of replacement cost-asset inventory for insurance purposes.
- Receive and register bids, calculate results and draft written recommendations.
- Oversee the drafting of bids and bid specifications.

Personnel Management

- Compile, check and revise business department job descriptions.
- Devise training options and/or improvement plans to maintain superior business operations.
- Assess job performance of employees to maintain effectiveness.
- Oversee personnel and make accurate recommendations in regards to assignments, retention, discipline, and dismissal.

Community Affairs

- Show knowledge of school and community needs and implement programs to meet those needs.

Supervisory Responsibilities:

- Supervise and assess the performance of the risk manager, purchasing manager, bookkeeper, accounts payable clerk, and payroll clerk.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended or irregular hours.

Instructional Technology Coordinator



School: Michigan Math and Science Academy

Supervisor: Network Administrator/ Instructional Technology Coordinator

Salary: \$45,000-\$60,000

Primary Role and Purpose: Manage the effective use of technology in the instructional environment. Ensure technical support of technology at the school.

Education:

Bachelor's degree.

Skills:

- Capable of troubleshooting and resolving computer problems.
- Understanding of computer applications.
- Awareness of technologies available for use in instructional setting.
- Capable of repairing computer and technology equipment.
- Organizational, communication and interpersonal skills.

Experience: Not necessary.

Responsibilities and Duties:

Technical Support

- Ensure technical support to school personnel for use of technical equipment.
- Ensure immediate on-site support to school staff with technology problems and questions.
- Act as liaison with school technology personnel.
- Manage computers in campus labs and classrooms and arrange for needed repairs.
- Maintain upgrades to technology equipment.
- Aid in the organization and dissemination of technology materials for instructional use.

Inventory

- Ensure school inventory of computer and lab materials are kept accurately.
- Manage technology repair parts inventory.

Other

- Gather, manage and file all hardcopy and computerized reports, records and other documents required by school, state and federal policy.
- Abide by all policies established by federal and state law that apply to school schools, Commissioner's Rules that apply to school schools, and local school policy.
- Abide by all school routines and regulations.

Supervisory Responsibilities: None

Teaching Responsibilities: 15 hours per week

Job Related Conditions:

- Travel may be required.
- Heavy lifting possible.

Project Coordinator / CYSP Coordinator



School: Michigan Math and Science Academy

Supervisor: Director

Salary: \$45,000-\$60,000

Primary Role and Purpose: Assist school Director in instructional program administration and school level operations. Organize student activities and services.

Education: At least a bachelor's degree in education.

Skills:

- Working knowledge of school operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating school wide activities, field trips and science fairs.

Experience: Preferably one to two years related experience.

Responsibilities and Duties:

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative education programs, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

School Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help Director design, manage and implement information systems to manage and track progress on school goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist Director in interviewing, selecting and orienting new school employees.

Administration and Fiscal/Facilities Management

- Oversee school operations in Director's absence.
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules.
- Oversee student attendance records and assist the attendance clerk on truancy issues.
- Document needs of school facilities in order to compile yearly budget with school administrators and staff.
- Requisition supplies, textbooks and equipment; verify inventory; manage records; and confirm receipts for materials.
- Aid in safety drill practices and inspections.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools, and school policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop a positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.

Professional

- Enrich job skills through professional development.

School and Community Responsibilities

- Convey the school's mission to the public and encourage support in accomplishing the mission.
- Illustrate understanding of school and community needs and begin activities to meet those needs.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

**Supervisory Responsibilities:**

Share supervisory duties for school professional staff with school Director. Oversee teachers, custodians, paraprofessionals, clerical personnel and others as assigned.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

School Nurse



School: Michigan Math and Science Academy

Supervisor: Director

Salary: \$35,000-\$45,000

Primary Role and Purpose: Ensure complete health services program for school. Provide students with health services. Incorporate students into health education program and teach preventive health practices.

Education: R.N. degree and appropriate certification for school nurse.

Skills:

- Ability to evaluate students to identify health defects.
- Exceptional organizational, communication and interpersonal skills.
- Capable of implementing policies and procedures.

Experience: None required.

Responsibilities and Duties:

Nursing Services

- Provide medical care, minor or emergency, to students and staff according to school policy.
- Act as health mentor for students.
- Contact parents or guardian in cases of accident or illness. Obtain outside medical care in emergency cases when parents or guardian cannot be reached.
- Implement plan to ensure student medications are administered properly. Ensure plan is in compliance with school policy and procedures.
- Issue health screening for staff and students as required by Illinois Department of Health, Department of Education and school policy. Make referrals as necessary.
- Plan and implement an ongoing evaluation of school health program and make adaptations based on the results.

Instruction

- Assist in drafting of school health education curriculum and teach health education to individuals and groups.
- Ensure individual students receive health counseling and instruction.

Consultation

- Work as health partner between school, physicians, parents and community.
- Assess and refer student problems with the assistance of students, teachers, parents and medical and health care professionals as needed.
- Assist with Admission, Review, and Dismissal Committee, crisis team and school committees.
- Assess and report cases of suspected child abuse.
- Initiate home health care for students with health problems with permission of the school administration.
- Keep ongoing communication with Director and health services coordinator on issues of health services.

Administration

- Manage and assess immunization records.
- Ensure correct program administration by following program school procedures.
- Oversee nurse aides and ensure training of clinic policies according to school regulations.
- Gather, manage and file all reports and other documents required, including clinic records and accurate, updated health records on all students.
- Maintain clinic inventory as needed by requisition of supplies and equipment.
- Abide by policies established by federal and state laws that apply to charter schools, Illinois Department of Health rule that apply to charter schools, and local charter policy in health services area.
- Inform Director of potential health and safety hazards.
- Abide by all school routines and regulations.

Professional Development

- Keep current on CPR, vision and hearing screening and health screening certification.
- Provide role model behavior that is professional, ethical and responsible.

Supervisory Responsibilities:

- Direct the work of assigned nurse aides.



Job Related Conditions:

- Maintain control in stressful situations.
- Possible exposure to bacteria and communicable diseases.



Counselor

School: Michigan Math and Science Academy

Supervisor: Instructional Coordinator

Salary: \$45,000 to \$60,000

Primary Role and Purpose: Develop, implement, and assess a comprehensive guidance program for the school including counseling services. Promote a guidance program that shows students how their personal growth and development can be maximized.

Education: Bachelor's degree in psychology, counseling, or social work, M.S.W. or similar certification in counseling preferred.

Skills:

- Working knowledge of counseling procedures, student appraisal and career development.
- Superior organizational, communication and interpersonal skills.
- Capable of instructing students and managing their behavior.

Experience: At least two years of counseling experience in an educational setting.

Responsibilities and Duties:

Guidance

- Communicate the guidance program to students and parents.
- Assist teachers to include guidance program with school curriculum.
- Administer education programs and career awareness to individuals and student groups on an ongoing basis.
- Ensure individual and small group counseling needs are met.

Consultation

- Confer with individuals associated with students to enhance their work with students.
- Collaborate with school personnel and community residents to obtain resources for students.
- Ensure special programs and services are utilized by students with an efficient referral process.

Evaluation

- Assist in devising and assessing a school standardized testing program.
- Evaluate test and assessment results effectively.

Program Management

- Develop a comprehensive guidance/counseling program that meets the identified needs of the student.
- Plan and implement an ongoing assessment of the guidance program and make adaptations based on the results.
- Gather, manage and file all required hardcopy and computerized reports, records and other documents.

Administration

- Abide by policies established by federal and state law that apply to charter schools, Commission's Rules that apply to charter schools, and charter policy in guidance and counseling area.
- Abide by all charter routines and regulations.
- Ensure a positive and constructive relationship with supervisors.
- Communicate with colleagues, students and parents in an effective manner.

Professional

- Provide role model behavior that is professional, ethical and responsible.
- Partake in professional development to enhance skills related to job assignment.

Supervisory Responsibilities:

Oversee assigned counseling aides and clerical employees.

Job Related Conditions:

- Maintain control in stressful situations.

Custodian



School: Michigan Math and Science Academy

Supervisor: Business Manager

Salary: \$25,000 to \$35,000

Primary Role and Purpose: Work general maintenance and repair of school facilities, including but not limited to, mechanical, electrical, and sanitary systems. Assist with grounds maintenance.

Education: High school diploma or GED.

Skills:

- Capable of following verbal and written instructions.
- Working knowledge of basic construction and routine maintenance and repair procedures.
- Effective verbal communication skills.
- Capable of operating hand and power tools.
- Capable of independent work.

Experience:

At least one year of related experience.

Responsibilities and Duties:

Maintenance

- Help, under supervision of skilled worker, with general facility maintenance and repair, including repairing woodwork; replacing electrical switches, fixtures, and motors; painting, repairing, and replacing plumbing fixtures and drainage systems; and replacing broken glass.
- Examine facility exterior and interior, playground equipment and grounds; perform maintenance and minor repairs.
- Advise supervisor on all detected major facility repairs, including lockers, furniture and equipment.
- Conduct all repairs as assigned by work order or foreman.
- Assist with ground maintenance including moving and detailing.
- Assist with moving of furnishings, such as desks, tables, chairs, file cabinets, etc.
- Move, install, assemble and repair all school furniture and playground equipment when requested.
- Hang pictures, mirrors, blackboards, bulletin boards, projection screens, towel dispensers, soap dispensers and other items as requested.
- Install door and window assemblies and hardware, including window glass and screens.
- Install ceiling and flooring materials.

Driving

- Transport school equipment and furniture with light truck operation.

Safety

- Use equipment and tools following school safety guidelines.
- Follow school safety guidelines and techniques to accomplish job duties, including lifting.
- Make work area free of unsafe conditions and inform supervisor of problems that cannot be immediately corrected.
- Keep tools and equipment in optimum working order through required preventative maintenance.

Supervisory Responsibilities: None

Job Related Conditions:

- Continual exposure to outside conditions.



Food Service Worker/Cafeteria Staff

School: Michigan Math and Science Academy

Supervisor: Dean of Students

Salary: \$9-\$11 per hour

Primary Role and Purpose: Assist in and serve correct quantities of food to meet menu guidelines. Hold high standards of quality in food production, sanitation and safety practices.

Education:

None

Skills:

- Capable of understanding food preparation and safety instructions.
- Knowledge of kitchen equipment and food production procedures.
- Capable of operating large and small kitchen equipment and tools.
- Capable of performing basic arithmetic operations.

Experience:

None required.

Responsibilities and Duties:

Food Preparation and Serving

- Using preset menu of tested, uniform recipes, prepare quality meals.
- Serve food according to meal schedules, school policies and procedures.
- Ensure portion control and leftover efficiency.
- Oversee food item and supply storage and handling. Keep storage area clean and orderly.

Safety and Sanitation

- Follow safety guidelines when operating tools and equipment.
- Ensure high standards of cleanliness, health and safety as established by school guidelines.
- Provide clean and orderly garbage collection containers.
- Rectify unsafe conditions in work area and inform supervisor of any condition that is not rectifiable immediately.
- Maintain proper personal appearance and cleanliness.

Other

- Ensure cashier functions area accurately maintained and recorded.
- Assist in requisitioning food and supply orders.
- Manage record of daily food preparation.
- Encourage teamwork and interaction with all school members.

Supervisory Responsibilities: None.



Secretary

School: Michigan Math and Science Academy

Supervisor: Assigned Administrator

Salary: \$30,000 to \$40,000

Primary Role and Purpose:

Provide assistance of clerical and receptionist duties to ensure the efficient operation of the central administration office with direct supervision.

Education: High school diploma or GED.

Skills:

- Exceptional keyboarding skills.
- Strong organization, communication and interpersonal skills.
- Able to follow written instructions.
- Able to operate multi-line phone system.

Experience:

None required.

Responsibilities and Duties:

Reception and Phones

- Receive and route incoming calls, take accurate messages and direct to appropriate staff.
- Greet and guide visitors to central administration office.
- Aid public, staff and students as needed.
- Manage visitor record book and issue visitor passes.

Other

- Draft mailings and labels using personal computer.
- Manage computerized files using personal computer including reports, staff roster and mailing list.
- Sort and disperse mail, messages and other documents.
- Assist with compiling materials for mailing, including making labels, preparing envelopes, etc.
- Render clerical assistance when necessary.
- Ensure confidentiality.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Manage time with frequent interruptions.



Staff for Exceptional Learners **MATH & SCIENCE** ACADEMY

The Number of special education teachers, bilingual education teachers (for ELL), and any other specialized teachers (e.g., speech pathologist, etc) for exceptional learners will be determined by the student profile, or the number of individuals with exceptional needs.

Special Education Coordinator

School: Michigan Math and Science Academy

Supervisor: Director

Salary: \$45,000-\$60,000

Primary Role and Purpose: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth.

Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Education: Valid Illinois teaching certificate with required special education endorsements for assignments.

Skills:

- Complete knowledge of special needs of students in assigned area.
- Compete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

Experience: At least two years of experience in the educational field.

Responsibilities and Duties:

Instructional Strategies

- Long and short-term planning addressing individual needs of students;
- Evaluate students' progress;
- Establish and maintain classroom management procedures;
- Report to the Director;
- Prepare written reports accurately and submit in a timely manner;
- Effectively communicate with teachers, parents, and administrators to facilitate the IEP process;
- Effective consultation with parents, students, teachers, and administration;
- Effective professional liaison between school and home when necessary;
- Representing MSA at Chicago Public School special education meetings,
- Remain current on rules set forth in special education law and regulations;
- Maintain privacy of student records and information.
- Work in conjunction with students, parents and other members of staff to develop IEPs through the Special Education Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.
- Participate in Special Education Committee meetings on an ongoing basis.
- Design instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.



Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by school Director.
- Serve as an example for students; support mission of school.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.
- Collaborate with school and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, Directors and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and school policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Supervisory Responsibilities:

Oversee assigned teacher aide.

Teaching Responsibilities: 10 to 15 hours per week.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

Special Education Teacher



School: Michigan Math and Science Academy

Supervisor: Special Education Coordinator and Director

Salary: \$35,000 to \$50,000

Primary Role and Purpose: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Education:

Valid Illinois teaching certificate with required special education endorsements for assignments.

Skills:

- Complete knowledge of special needs of students in assigned area.
- Complete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

Experience:

At least one year of teaching experience.

Responsibilities and Duties:

Instructional Strategies

- Work in conjunction with students, parents and other members of staff to develop IEPs through the ARD Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.
- Participate in ARD Committee meetings on an ongoing basis.
- Design instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by school Director.
- Serve as an example for students; support mission of school.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.
- Collaborate with school and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, Directors and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

**Other**

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and school policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Supervisory Responsibilities:

Oversee assigned teacher aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

Bilingual Education Coordinator



School: Michigan Math and Science Academy

Supervisor: Dean of Academics

Salary: \$40,000 to \$55,000

Primary Role and Purpose: Oversee the school program for bilingual students. Provide educational opportunities to bilingual students through communication with school staff and outside personnel.

Education:

Valid Michigan teaching certificate with endorsement in bilingual education.

Skills:

- Capable of organizing and coordinating school-wide programs.
- Skill at interpreting data.
- Understanding of curriculum and instruction.
- Understanding of strategies and materials for the education of bilingual students.
- Exceptional organizational, communication and interpersonal skills.
- Effective communication skills with bilingual parents and students.

Experience:

One to two years of related experience preferred.

Responsibilities and Duties:

Program Management

- Construct procedures and implement the process to recognize bilingual students at all grade levels, including review of student information and testing of students.
- Adapt bilingual curriculum as needed.
- Ensure bilingual students have appropriate curriculum modifications, acceleration, etc., of course work through collaboration with teachers.
- Design and provide for professional staff training sessions on various instructional methods, classroom settings, and identifying methods for bilingual students.
- Design and implement an ongoing assessment of the bilingual program and make adaptations based on the results.

Consultation

- Ensure aide staff has appropriate resources and materials to accomplish program goals.
- Confer with individuals associated with bilingual students in regards to program goals.
- Oversee parent meetings, including parent advisory committee meetings.

Finance and Inventory

Manage the bilingual budget and see that programs are efficient and that bilingual funds are managed appropriately.

- Assess program needs to calculate budget and cost estimates.
- Assist in grant-writing activities to secure program funding.
- Participate in acquiring supplemental equipment and supplies for the program.

Documentation and Law

- Gather, manage and file all hardcopy and computerized reports, records and other documents required.
- Abide by all policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and the local charter policy.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Extended hours may be required.
- Some travel may be required.



RTT (RTI, Title I, Testing) Coordinator

School: Michigan Math and Science Academy

Supervisor: Instructional Coordinator, Director

Salary: \$45,000 to \$60,000

Primary Role and Purpose: The RTT Coordinator serves to ensure compliance and success with all RTI, Title I, and Testing programs including both state and district tests, within the school. To accomplish these tasks the RTT Coordinator must work closely with the staff and administration of the school.

Education:

Bachelor's degree required (Master's degree preferred) or a proven success record.

Skills:

- Working knowledge of charter operations
- Exceptional organizational and interpersonal skills
- Advanced proficiency in Microsoft Excel
- Communicates effectively with students, staff, and community
- Advanced level understanding of PBIS, RTI, and all Learning Standards (Common Core/NGSS/State Standards)
- Demonstrates sensitivity to teachers' individual differences and cultural backgrounds
- Respects confidentiality

Experience:

Minimum 3 years of teaching experience .

Responsibilities and Duties:

Oversee the RTI process

- Determination of the tiers (Tier I, II, III)
- Attending to grade chair meetings
- Helps teachers develop and implement classroom-based, developmentally appropriate interventions for individual children and groups of children to enhance their acquisition of social/emotional and cognitive skills
- Oversees data collection and progress monitoring at every tier
- Supports teachers in documenting children's progress.
- Uses instructional and behavioral support tools (Planning forms, functional behavior assessment and behavior management plans) effectively.
- Works with the Director of Special Education, Building Administrators, School Psychologists, Director of Curriculum and Assessment, and Transition Coordinator to facilitate eligibility for special education.

Oversee the Title I services

- Coordinates the formulating and writing of Title I programs
- Coordinates the efforts to assure successful implementations of the approved programs
- Performs the needed administrative tasks for effective implementation of the Title I programs.
- Maintains in the Title I schools, a program of regular visitation for assurance of compliance with the guidelines



- Identifies and submits purchase orders for materials, teaching supplies, and equipment needed for use in the programs
- Creates schedules for teachers and students
- Oversees data collection and progress monitoring

Oversee the Assessment

- Proctor a variety of tests, including but not limited to:
 - PARCC/Smarter Balanced/State testing
 - NWEA MAP testing
 - District Assessments
 - End of Course (EOC) Assessments
 - AP Exams
 - ACT/SAT
- Implement all policies and procedures for the statewide assessment as directed by the Test Coordinator's Manual, the Test Administration Manual, the High Stakes Testing Policy, and State or District Bulletins
- Maintain confidentiality and security of all testing materials, test logs, and other test documents
- Inventory and order exams on an ongoing basis
- Return testing materials to the appropriate instructors or agencies as required
- Develop testing schedules that fit the needs of staff, faculty, students, school calendar, and outside agencies
 - Train building level staff in test security and administration; assure implementation of security and administration procedures
 - Assure that appropriate testing environments are maintained
 - Enter placement scores into appropriate software/ student records
 - Check the student's information and code the records for state reports
 - Manage confidential distribution of testing materials and passwords
 - Prepare documentation of cheating or dishonesty to assist in student discipline process
 - Maintain backup records for tests
 - Design and distribute flyers, handouts, mailings to parents, and door signs regarding testing
 - Adhere to all state policy regarding the reporting of security breaches and/or infractions
 - Assure the security of all secure testing documents
 - Assure the accurate completion of all testing documents
 - Assure that students with disabilities receive appropriate testing accommodations
 - Maintain school level records and documents for all statewide testing
 - Ensure that testing equipment functions properly and is secure (testing materials, faculty instructions, headphones, computer programs, etc. are on hand and working)
- Attends local staff meetings of administrative and supervisory personnel and attends area, state, and national professional meetings upon approval
- Perform other duties as assigned by the Director/Principal or the Instructional Coordinator

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

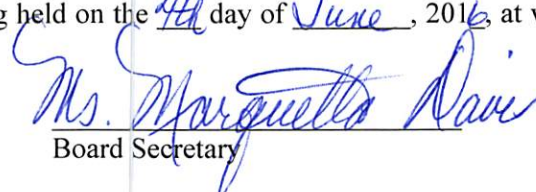
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 6/4/16


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the MMSA Board of Directors at a properly noticed open meeting held on the 4th day of June, 2016, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

The Admissions Policy of Michigan Math and Science Academy, MMSA, is developed based on the language of the state law, which refers to a charter school as a "public school academy" hence the following statutory provisions apply:

For a public school academy authorized by a state public university, enrollment shall be open to all pupils who reside in this state who meet the admission policy. If there are more applications to enroll in the public school academy than there are spaces available, pupils shall be selected to attend using a random selection process. However, a public school academy may give enrollment priority to a sibling of a pupil enrolled in the public school academy. A public school academy shall allow any student who was enrolled in the public school academy in the immediately preceding school year to enroll in the public school academy in the appropriate grade...."
[Michigan Revised School Code, 1976 PA451, MCL 380.504(3)]

EQUAL EDUCATIONAL OPPORTUNITY

MMSA does not charge tuition and does not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted by Michigan's public schools. Diagnostic tests may be required to determine the proper placement in a subject. Such diagnostic tests are done to determine academic background of our students in a particular subject.

OPEN ENROLLMENT PERIOD

Spaces in each grade for the following school year will not be officially assigned until a particular deadline set up and publicized by the board of directors of MMSA each year at which time Open Enrollment closes.

ADMISSION PRIORITY

To identify which applicants may be admitted for the following school year, an Admissions Meeting will be held at the school shortly after the close of open enrollment at a publicized date and time to be announced via the School calendar. At that time, other applicants, if necessary, may be placed on a prioritized wait list

If more students apply than we can accommodate, there will be a random selection from new applicants. Once a student is accepted, all applicants from the same family will also be admitted by grade based on the results of a random selection process.

Priority Groups

The order of priority in which spaces for each grade will be filled is as follows:

1. Students enrolled for the current school years who re-enroll on or before the application deadline set up by the board of directors each year. (Re-enrollment by the deadline applies to all students who enrolled for the current school years)
2. Siblings of students currently enrolled, if the sibling applies on or before the application deadline.
3. Siblings of newly enrolled students. When, at the close of open enrollment, one sibling is accepted into a grade that is not oversubscribed, or is accepted

- by lottery, any of their siblings are immediately accepted.
4. New students that enroll on or before the close of open enrollment who do not have a sibling that was accepted, subject to space availability, which may be determined by random selection process.
 5. Any applicant that applies after the application deadline. Such students would be accepted in wait list order only if space is available.

Priority Group 1 - Current Students: If a student is enrolled at MMSA for the current school year, that student shall be allowed to enroll for the next school year if a Re-enrollment Application Form is completed and returned on or before the re-enrollment deadline.

Priority Group 2 - Brothers/Sisters of Current Students: If a student is currently enrolled and has one or more siblings that wish to attend MMSA for next school year, the currently-enrolled student's siblings will be given enrollment priority if an Enrollment Application Form for each sibling is completed and returned on or before the last application deadline.

Priority Group 3 - Brothers/Sisters of Newly-enrolled Students: MMSA strives to allow brothers and sisters to attend the same school and tries to give all preference allowed by law to accomplish this during the Open Enrollment and, if necessary, the random selection process. However, if a family has two or more children that apply to MMSA, when one child is validly accepted and enrolled at the Admissions Meeting, all of that child's siblings who have applied are accepted and may enroll as long as space is available in that grade. If space is not available, they advance to the sibling wait list. This preference is not available after the Admissions Meeting has been held and Open Enrollment is closed.

Priority Group 4 - New Applicants: If the number of applicants for a grade is less than or equal to the number of spaces available for that grade, all new applicants for that grade are accepted and are enrolled at the Admissions Meeting. If there are more applicants than spaces available, a random selection process will be used. Applicant families are encouraged to attend the Admissions Meeting, but are not required to attend or have representation.

Priority Group 5 -Applicants: After the Close of Open Enrollment. For grades that are not oversubscribed at the end of Open Enrollment, applicants will be accepted on a first-come, first-served basis until the grade is full, at which time further applicants are placed on a wait list. The wait list will be kept by grades.

The Wait List has two parts:

- Sibling Wait List
- General Wait List

For the purposes of enrollment priority, a parent's children, step-children, adopted children, and foster children are all considered to be each other's siblings. The sibling wait list is given priority over the general wait list.

RANDOM SELECTION PROCESS (LOTTERY)

For each grade that has more applicants than spaces available at the close of Open Enrollment a random selection process will be performed to create a preference order for the applicants in Priority Group 4. Each applicant selected by lottery has a

numerical "lottery priority" ahead of each student subsequently selected by Lottery for that particular grade. If there are lotteries for multiple grades, the lotteries will be performed from the lowest grade to the highest grade.

After the lottery has been held for each grade that needed to hold one and siblings are accepted based on the policies above the remaining applicants are placed on a wait list in the order they were selected by lottery.

SELECTION FROM WAIT LIST

If a space in a grade with a wait list becomes available for any reason, the space will be offered to the next available applicant on that grade's sibling wait list. If there are no remaining applicants on a grade's sibling wait list, an available space will be offered to the next available applicant on that grade's general wait list.

ADMISSION IS CONDITIONAL

Applicants are required to fully complete all required enrollment materials and provide all necessary information. This includes, but is not limited to, the enrollment application form, emergency contact card, copy of birth certificate, and immunization information. Making an omission of a material fact or a false statement in enrollment application materials may be sufficient cause for denying an applicant consideration for enrollment before or after enrollment.

COMPLIANCE WITH CODE OF CONDUCT

All students and prospective students must abide by the MMSA Discipline Policy and are subject to disciplinary action for violations thereof, up to and including expulsion. In other words, a prospective student is subject to the all school policies, practices and procedures (and consequences for violations), even before their first day of class.

MMSA also accepts students in an approved foreign exchange program based on the state law.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Michigan Math and Science Academy 2016-2017 ACADEMIC CALENDAR

23-24: New Teacher Induction
25: Teachers report to school
25-2: Teacher Institute

Aug-16						
S	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Instructional Days: 0

Sep-16						
S	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Instructional Days: 19

1: Meet and Greet Parents/Students /Teachers
5: Labor Day - school closed
6: First Day for Students
6: Professional Development (Early Dismissal)
22: Curriculum Night (Early Dismissal)

5: Professional Development (Early Dismissal)
13: 1st Quarter PTC (Early Dismissal)
14: Professional Development - Staff Only

Oct-16						
S	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Instructional Days: 20

Nov-16						
S	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Instructional Days: 19

2: Professional Development (Early Dismissal)
4: First Quarter Ends (43 days)
23-25: Thanksgiving Break - No School

7: Professional Development (Early Dismissal)
8: 2nd Quarter PTC (Early Dismissal)
19-30: Winter Break

Dec-16						
S	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Instructional Days: 12

Jan-17						
S	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Instructional Days: 21

2: School Resumes
4: Professional Development (Early Dismissal)
16: Martin Luther King Day - No School
27: Second Quarter/First Semester Ends (46 days)

1: Professional Development (Early Dismissal)
20: Presidents Day - No School

Feb-17						
S	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Instructional Days: 18

Mar-17						
S	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Instructional Days: 23

1: Professional Development (Early Dismissal)
2: 3rd Quarter PTC (Early Dismissal)
3: Professional Development - Staff Only
31: Third Quarter Ends (43 days)

4-8: Spring Break - No School
12: Professional Development (Early Dismissal)
14: No School

Apr-17						
S	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Instructional Days: 14

May-17						
S	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Instructional Days: 22

3: Professional Development (Early Dismissal)
18: 4th Quarter PTC (Early Dismissal)
29: Memorial Day- No School

2: Seniors' Last Day
7: Showcase (Early Dismissal)
9: High School Graduation
14: Kindergarten Graduation
15: 8th Grade Promotion
16: Fourth Quarter Ends (48 days)

Jun-17						
S	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Instructional Days: 12

Color Code:

Teacher Institute/Professional Dev. Days - No School	Professional Development (Early Dismissal)
Special Days - No School	End of Quarter
Parent/Teacher Conference	
Testing Days	
Other School Days	

MMSA students present on 180 days. School hours 7:45 am – 3:24 pm.

For elementary school, instructional time per day is 6 hours 40 minutes on regular days and 5 hours 58 minutes for early dismissal days.. $165 * (6 \text{ hours } 40 \text{ minutes}) + 15 * (5 \text{ hours } 58 \text{ minutes}) = 1189 \text{ hours } 30 \text{ minutes}$

Total hours = $1189.5 + 54 \text{ hours p.d.} = 1,243.5 \text{ hours}$

For middle school and high school, instructional time per day is 6 hours 48 minutes on regular days and 6 hours 8 minutes for early dismissal days.. $165 * (6 \text{ hours } 48 \text{ minutes}) + 15 * (6 \text{ hours } 8 \text{ minutes}) = 1,221.8 \text{ hours}$

Total hours = $1,214 + 54 \text{ hours p.d.} = 1,268 \text{ hours}$

Michigan Math and Science Academy 2016-2017 Bell Schedule

Elementary (K-5)	
Breakfast	7:45 - 8:02
Morning Announcement	8:05 - 8:10
DEAR	8:10-8:30
1 st Period	8:30-9:15
2nd Period	9:19 – 10:04
3rd Period	10:08 – 10:50
Lunch and Recess	10:54-11:24
4th Period	11:28-12:08
5th Period	12:12 – 12:57
6th Period	1:01-1:46
7th Period	1:50 - 2:35
8th Period	2:39 - 3:24
After School Programs (Mon., Tue., Thu.)	3:30 - 4:10

Middle School (6-8)	
Breakfast	7:45 - 8:02
Morning Announcement	8:05 - 8:10
DEAR	8:10-8:30
1 st Period	8:30-9:15
2nd Period	9:19-10:04
3rd Period	10:08-10:53
4th Period	10:57- 11:42
Lunch	11:46 – 12:08
5th Period	12:12 - 12:57
6th Period	1:01-1:46
7th Period	1:50-2:35
8th Period	2:39 - 3:24
After School Programs (Mon., Tue., Thu.)	3:30- 4:10

High School (9-12)	
Breakfast	7:45 - 8:02
Morning Announcement	8:05 - 8:10
DEAR	8:10-8:30
1 st Period	8:30-9:15
2nd Period	9:19-10:04
3rd Period	10:08-10:53
4th Period	10:57 - 11:42
5th Period	11:46- 12:31
Lunch	12:35- 12:57
6th Period	1:01-1:46
7th Period	1:50 - 2:35
8th Period	2:39-3:24
After School Programs (Mon., Tue., Thu.)	3:30 - 4:10

Michigan Math and Science Academy 2016-2017 Bell Schedule (Early Dismissal Days)

Elementary (K-5)	
Breakfast	7:45 - 8:02
Morning Announcement	8:05 - 8:10
DEAR	8:10-8:30
1st Period	8:30-9:10
2nd Period	9:14 - 9:54
3rd Period	9:58 - 10:33
Lunch and Recess	10:37 – 11:09
4th Period	11:13 - 11:48
5th Period	11:52 - 12:32
6th Period	12:36 – 1:16
7th Period	1:20 – 2:00
8th Period	2:04 - 2:44

Middle School (6-8)	
Breakfast	7:45 - 8:02
Morning Announcement	8:05 - 8:10
DEAR	8:10-8:30
1st Period	8:30-9:10
2nd Period	9:14 - 9:54
3rd Period	9:58 - 10:38
4th Period	10:42- 11:22
Lunch	11:26 - 11:48
5th Period	11:52 - 12:32
6th Period	12:36 - 1:16
7th Period	1:20 -2:00
8th Period	2:04 - 2:44

High School (9-12)	
Breakfast	7:45 - 8:02
Morning Announcement	8:05 - 8:10
DEAR	8:10-8:30
1st Period	8:30- 9:10
2nd Period	9:14- 9:54
3rd Period	9:58 - 10:38
4th Period	10:42 - 11:22
5th Period	11:26 – 12:06
Lunch	12-10:- 12:32
6th Period	12:36 - 1:16
7th Period	1:20 – 2:00
8th Period	2:04 - 2:44

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



Section 7-7:

Michigan Mathematics and Science Academy is a K-12 school which enrolls age appropriate students.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



Section 7-8:

Michigan Mathematics and Science Academy is located at 8155 Ritter St. Center Line, MI 48015. The building is composed of 3 stories with 40 classrooms, 1 gym, 1 cafeteria, 2 computer labs, 1 library, and 2 science labs. There is an outdoor recess area on the northeast side of the lot and a playground located on the northwest corner of the lot.

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Agreement"), entered into as of the 19th day of **March, 2012**, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address is **1234 Washington Boulevard, Detroit, Michigan 48226**, (herein called "Lessor") and **MICHIGAN MATHEMATICS AND SCIENCE INITIATIVE**, a Michigan public school academy corporation established under **Part 6A of the Michigan Revised School Code, MCL 380.501 et seq**, and operating as **Michigan Mathematics and Science Academy**, whose current address is **99 E. Woodward Heights Ave., Hazel Park, Michigan 48030-1450** (herein called "Lessee"):

WITNESSETH:

THE LEASED PREMISES

The Lessor hereby does let and lease to Lessee the property commonly known as **8155 Ritter Avenue, Centerline, Michigan 48015**, and referred to as the **St. Clement Parish School Building, and the athletic field ("Athletic Field") depicted on the attached Exhibit A** (herein called the "leased premises").

OCCUPANCY

Lessee is to have full and exclusive occupancy of the leased premises (**except the Athletic Field**) **except the Lessor reserves the right to use the leased premises on any day upon thirty (30) days written notice to Lessee.**

Lessor and Lessee shall have shared use of the Athletic Field. Within a reasonable period of time after the commencement of each school semester, Lessor agrees to provide Lessee with a schedule of dates and times that the Athletic Field will be used by Lessor, or any party Lessor permits to use the Athletic Field ("Lessor's Permitted Parties"). Lessee shall have the right to use the Athletic Field on such dates and times that are not reserved by Lessor or any of Lessor's Permitted Parties in the schedule; provided, however, that Lessor or any of Lessor's Permitted Parties shall have the right to use the Athletic Field on any additional dates and at any additional times upon thirty (30) days written notice to the Lessee.

If any conflict arises as to schedules, the same shall be resolved by the **principal of the school** and the **pastor of the parish** in which the leased premises are located.

The pastor of **St. Clement Parish** shall be provided keys for the leased premises by the Lessee and shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting same, however, the pastor shall not disrupt the Lessee's programs at the leased premises.

UTILITIES / MAINTENANCE

Lessee shall pay all charges for gas, water, sewer, electricity and heating service with respect to the leased premises. Lessee hereby acknowledges that certain meters for utilities servicing the leased

premises may also service additional buildings on the Parish Campus (as defined below). Lessor and Lessee hereby agree that Lessee shall only be responsible to pay for charges for utilities with respect to the leased premises. Within thirty (30) days after the date hereof, Lessee shall place all utilities which service the leased premises in the name of Lessee and Lessor hereby agrees to reimburse Lessee for any portion of any utility charge that is not consumed with respect to the use of the leased premises, as determined by the parties in their reasonable determination.

Lessee shall be responsible for maintenance of the leased premises, including custodial services, supplies, trash removal, a dumpster and disposal.

Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the leased premises, including the Athletic Field; provided, however, Lessor shall be responsible for the initial spring and summer maintenance of the Athletic Field for 2012 only to Lessor's reasonable satisfaction. Lessor hereby agrees that Lessee may use Lessor's equipment to maintain the Athletic Field. Lessee agrees to keep Lessor's equipment in good order, condition and repair, reasonable wear and tear excepted.

Lessee shall be responsible for snow and ice removal from the pavement, driveways, walkways and parking lots of the leased premises Monday through Friday and **Lessor** shall be responsible for snow and ice removal from the pavement, driveways, walkways and parking lots of the leased premises on Saturday and Sunday, at Lessor's discretion.

TERM

The term of the Agreement **begins March 15, 2012, and ends July 31, 2017.**

USE

The leased premises are to be used and occupied for use **as a public school academy for Grade K through Grade 12 as defined in Part 6A of the Michigan Revised School Code, MCL 380.501 et seq, (as amended).**

Provided, in case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Lessor to re-enter into, repossess the leased premises, and the Lessee and each and every occupant to remove and put out.

1. Lessee's Obligations

The Lessee hereby hires the leased premises for the term aforesaid, and covenants:

- a. To pay the Lessor, as rental for the leased premises, without demand, offset or deduction, on the first day of each and every month in advance as follows:**
 - (i) For the period March 15, 2012 through August 31, 2012, a monthly rental payment of One Thousand Dollars (\$1,000) per month (except \$500 for the**

month of March).

- (ii) For the month of September, 2012, a monthly rental payment of Twenty Thousand Dollars (\$20,000).
- (iii) For the period of October 1, 2012 through July 31, 2017, a monthly payment of 1/12th of ten percent (10%) of any and all amounts of money actually received by Lessee with respect to, or for the benefit for, any student on the Leased Premises, including, but not limited to, (i) the annual unrestricted State Aid payments received by the Lessee from the State of Michigan (based on the State Board of Education counts whenever they may be taken), (ii) unrestricted funding received from the State of Michigan or the United States Government, and/or (iii) unrestricted grants. Lessee shall provide Lessor with copies of Lessee's applicable monthly State Aid Reports and the forms submitted by Lessee to the State of Michigan regarding pertinent student count days and supplemental count days within fifteen (15) days after such information is provided to Lessee and/or submitted to the State of Michigan. The principal will apprise the pastor in writing regarding reported student enrollment twice yearly; the fall count in October, and the winter supplemental count in February. Based on the results of these student counts, as audited or approved by the State of Michigan, and further based upon the applicable per-pupil allocation of State Aid approved by the Michigan Legislature, the monthly rental shall be increased or decreased retroactively to comport with actual unrestricted State Aid payments received by Lessee; provided, however, that in no event shall the monthly rental payment be less than Twenty Thousand Dollars (\$20,000).
- (iv) Monthly rental installments shall be reduced by an amount of up to Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$3,333.33) as compensation for Lessee's leasehold improvements made to meet applicable health, fire and life safety codes and building infrastructure which improvements shall be made in accordance with Section 4 below. The amount of the rent reduction is based Lessor providing a rental credit of fifty percent (50%) of the actual amount spent by Lessee (excluding from such amount any money, credit or grant funds received by Lessee from any third party to perform such improvements, including, but not limited to stimulus funds from the United States, the State of Michigan, or any local municipality) up to a maximum credit of Two Hundred Thousand Dollars (\$200,000) ("Reimbursement Amount"). The actual amount of the monthly rent credit will be determined by dividing the Reimbursement Amount by 60.

Anything in this Agreement to the contrary notwithstanding, Lessee hereby agrees that in the event this Agreement is terminated for any reason whatsoever (whether by default, surrender or otherwise), Lessor shall have no obligation to reimburse Lessee for the costs and/or expenses of the improvements made by

Lessee to the leased premises for which Lessee is receiving rent credits pursuant to the terms hereof.

- (v) For the entire term of this Agreement commencing September 1, 2012, an additional rental payment of One Thousand Dollars (\$1,000) per month for the Athletic Field.**

Lessor and Lessee hereby acknowledge and agree that in the event Lessee's inspection of the leased premises disclose that the estimated amount of the leasehold improvements necessary to meet applicable health, fire, building, infrastructure, and life safety codes exceeds \$600,000, Lessee shall have the right to terminate this Agreement by providing written notice to Lessor on or before May 15, 2012 ("Inspection Termination"). In the event the Lessee does not exercise its right to terminate this Agreement before such date, Lessee shall be deemed satisfied with the inspection and the condition of the leased premises and the Lessee's right to terminate the Agreement pursuant to this paragraph shall be of no further force or effect.

In addition, in the event Lessee is unable to obtain the approval of its authorizing body to relocate the Michigan Mathematics and Science Academy to the Leased Premises and to expand grade levels pursuant to this Lease Agreement, the Lessee shall have the right to terminate this Agreement without penalty by providing written notice of such termination to Lessor prior to Lessee using the leased premises as a public school academy ("Relocation Termination"). Lessee's right to terminate this Agreement for failure to obtain the approval of its authorizing body shall terminate and be of no further force or effect upon the earlier of (i) Lessee obtaining written notice from the authorizing body that relocation to the Leased Premises pursuant to this Lease Agreement and grades level expansion has been approved, or (ii) September 1, 2012. Once Lessee's right to terminate under this paragraph is of no further force of effect, Lessee shall not have the right to terminate this Agreement for any reason.

In the event Lessee exercises its right to terminate this Agreement for either an Inspection Termination or Relocation Termination, Lessee hereby agrees that Lessee shall be obligated to continue operation at St. Mary Magdalene Parish pursuant to the Lease Agreement by and between Lessor and Lessee dated April 6, 2009.

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Lessee shall pay Lessor a late fee in the amount of five percent (5%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of seven and one half percent (7.5%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made.

Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

All checks shall be payable to "**St. Clement Parish,**" and shall be mailed to:

**St. Clement Parish
8155 Ritter Avenue
Center Line, Michigan 48015**

- b. To use and occupy the leased premises only for the purposes for which they are let to it.
- c. To comply promptly with all lawful laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities affecting the leased premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended.
- d. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the leased premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the premises.
- e. Except for the express obligations of Lessor set forth in Paragraph 2. b. below ("Lessor's Obligations"), during the entire term of the Agreement, including any extension period, Lessee agrees, at its sole cost and expense, to maintain the entire leased premises and fixtures in good order, condition and repair (including any replacements thereof if necessary in the event such item or component of the leased premises or fixture cannot be repaired) at all times, including, but not limited to, the interior and exterior, structural and nonstructural components (including by way of example only and not as a limitation, doors, door frames, window glass, casings, and frames, or any appliances, equipment, hardware and furnishings of the leased premises), roof and boiler. Lessee shall keep the leased premises in a clean, sanitary and safe condition at all times. Lessee hereby acknowledges and agrees that, except for Lessor's Obligations, it is the intent of the parties that Lessor shall have no obligation whatsoever to repair, maintain or replace any portion of the leased premises.

Provided no Event of Default (as defined below) has occurred and subject to the terms and conditions of this Paragraph, Lessor agrees to reimburse Lessee for the actual cost to make a repair to the roof which costs more than \$10,000 for any individual repair and/or replace the roof ("Capital Improvement") up to an aggregate amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000) ("Roof Reimbursement Amount") during the entire term of this Agreement, including any extension terms, which Capital Improvements shall be made in accordance with Paragraph 4 below. Lessor hereby agrees to reimburse Lessee as follows: (i) if the

Lessee makes a Capital Improvement to the roof during the first three years of the term of this Agreement, Lessee shall receive a credit from monthly rent in an amount equal to the Roof Reimbursement Amount divided by the remaining months in the original term of this Agreement; (ii) if the Lessee makes a Capital Improvement to the roof during the fourth or fifth year of the original term of this Agreement and Lessee requests Lessor to reimburse Lessee for the cost of such replacement, such request for reimbursement shall also constitute as Lessee's notice to Lessor to extend the term of this Agreement for its first of two options to extend pursuant to Paragraph 19 below, and Lessee shall receive a credit from monthly rent in an amount equal to the Roof Reimbursement Amount divided by the number of months remaining in the original term of this Agreement plus 60 (the number of months in the first extension term); or (iii) if the Lessee makes a Capital Improvement to the roof during the first extension term and Lessee requests Lessor to reimburse Lessee for the cost of such replacement, such request for reimbursement shall also constitute as Lessee's notice to Lessor to extend the term of this Agreement for its second of two options to extend pursuant to Paragraph 19 below, and the amount of such credit from monthly rent shall be equal to the Roof Reimbursement Amount divided by the number of months remaining in the first extension term plus 60 (the number of months in the first extension term). If a Capital Improvement needs to be made to the roof during the second extension option, the parties shall negotiate in good faith to determine how such reimbursement will be made by Lessor.

- f. If the nature of the Lessee's business requires licensure, Lessee shall keep in effect a valid license to operate the leased premises for that purpose and provide Lessor with a current copy of the required license.

2. **Lessor's Obligations**

The Lessor covenants that:

- a. The Lessee, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the leased premises for the term aforesaid.
- b. The Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the four outer walls of the leased premises (excluding by way of example only and not as a limitation, doors, door frames, window glass, casings, and frames, fixtures or any appliances, equipment, hardware and furnishings of the leased premises) except the repair of the four outer walls which have been defaced or damaged by Lessee or anyone Lessee permits to use the leased premises, which shall be the obligation of the Lessee. Where required by city regulation, Lessor shall obtain a certificate of operation on the boilers as of commencement of the Agreement. Thereafter, obtaining all such certificates shall be the responsibility of the Lessee.

3. **Insurance**

a. **Indemnification/Liability:**

- (i) To the extent permitted by law, Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless **Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, St. Clement Parish, the pastor of St. Clement Parish,** and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the leased premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the leased premises, (iii) use or misuse of any portions of the leased premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (iv) Lessee's failure to perform its obligations under this Agreement. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.
- (ii) The Lessee will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least **Two Million Dollars (\$2,000,000.00) per occurrence**, with a **Two Million Dollar (\$2,000,000.00) annual general aggregate**. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement. Not more frequently than every three (3) years, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by Lessor.

In addition, such policy shall name the **Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, St. Clement Parish** and the **pastor of St. Clement Parish**) as additional named insureds on a primary and noncontributory basis and shall contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor. Lessee agrees to deliver certificates of all insurance required under this paragraph to Lessor prior to any entry upon the leased premises, and not less than thirty (30) days before the expiration of any such policy. Further, Lessee agrees to provide complete copies of all policies to the Lessor upon receipt of the same; provided, however, the receipt by Lessor of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Agreement.

Upon Lessee's failure to deliver a Certificate of Insurance, the Lessor may, at his option, subject to any applicable notice and cure period, immediately cancel this Agreement upon written notice to Lessee.

b. **Fire:**

Lessor shall provide for such standard form fire insurance on the building in which the leased premises are located as Lessor shall deem advisable, which insurance is solely for the benefit of the Lessor and is not available for the benefit of the Lessee.

c. **Contents/Lessee Improvements:**

Lessee shall be responsible for securing any insurance it deems advisable on contents and Lessee improvements or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance.

4. **Alterations**

Lessee may make no alterations, additions, or improvements to the leased premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee, to the extent permitted by law, hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the leased premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the leased premises made or placed by Lessee upon the leased premises shall be the property of the Lessee, and the Lessee shall be permitted to remove the same at the end of the term of this Agreement, but only if such removal causes no molestation or injury to the leased premises or the building in which the leased premises are located.

If Lessor consents to Lessee's performance of any alteration or addition to the leased premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval shall not be unreasonably withheld conditioned or delayed:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds,

in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion; provided, however, bonds shall only be required on projects in excess of \$50,000.

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the leased premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Agreement shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the leased premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record (whether by payment or bonding over) within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

In the event Lessee fails to reimburse Lessor within thirty (30) days after receipt of Lessor's demand for reimbursement for any Lien Expense incurred by Lessor with respect to any lien ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such Lien Expense, a late fee in the amount of five percent (5%) of the outstanding amount of the Lien Expense. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

5. **Eminent Domain**

In the event of a taking of the leased premises during the term of this Agreement by a proceeding in eminent domain which results in the eviction of the Lessee, this Agreement shall terminate upon the date of such eviction. All awards shall be the sole property of Lessor, except for Lessee's award for relocation expense or loss of business, if any.

6. **Taxes**

Any real property taxes assessed against the leased premises or any property of which they are a part, at any time, shall be paid by the Lessee where such taxes have resulted because of rental of the leased premises by Lessee.

Payment of all such taxes, assessments and charges shall be made on or before the last day when payment may be made without interest or penalty. Lessee may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Lessee agrees to exhibit to Lessor on demand any time following such date for payment of taxes, assessments or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

7. **Assignment and Subletting**

Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the leased premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the leased premises nor shall the collection of rent by Lessor from any assignee, sub-lessee or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, sub-lessee or occupant as a lessee hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. If Lessee is a corporation or a partnership, the sale or transfer of fifty percent (50%) or more of such corporation's voting shares or of such partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Agreement. If Lessee is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Agreement: (i) a change in the name of Lessee or the nature of its business, generally, or in its affiliations or in its use of the leased premises, any of which, in the sole discretion of Lessor, is substantial; or (ii) in the event that the Lessee is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Lessee to lose such affiliation.

8. **Default**

The occurrence of any one or more of the following events (hereinafter referred to as an "Event of Default") shall constitute a breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay rent or any other sum within seven (7) days when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement which failure to perform is not cured by Lessee within thirty (30) days after receipt of written notice from Lessor of such failure to perform;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or

regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;

- d. if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Lessee vacates, abandons or deserts the leased premises or Lessee fails to occupy the leased premises for more than thirty (30) consecutive days except for summer recess; or
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the leased premises, including, but not limited to, certificates of occupancy, business licenses or charters.

9. **Remedies**

Upon the occurrence of an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for any damages Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement; or
- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the leased premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefore), and may repossess the leased premises and remove any and all of Lessee's property and effects from the leased premises; or
- c. Either with or without terminating this Agreement, Lessor may relet the whole or any part of the leased premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical

changes in and to the leased premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability;

- d. Accelerate all rental due for the balance of the term of this Agreement and declare the same to be immediately due and payable; or
- e. Lessor shall have the right to recover all amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs.

10. **Controlling Law; No Other Agreement or Representatives**

This Agreement shall be governed by the laws of the State of Michigan. There are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder.

11. **Non-Waiver; Modifications**

No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

12. **Notices**

Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally, sent by registered or certified mail, with postage prepaid, or sent by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier, to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

**Pastor, St. Clement Parish
8155 Ritter Avenue**

Center Line, Michigan 48015

and

Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit
1234 Washington Boulevard
Detroit, MI 48226

To the Lessee at:

**Michigan Math & Science Academy
99 East Woodward Heights Boulevard
Hazel Park, Michigan 48030**

13. Surrender

The Lessee shall return said leased premises peaceably and promptly to the Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

14. Right to Terminate

- a. If the leased premises become wholly untenable through damage or destruction, this Agreement shall be void; if partially untenable, Lessor shall have the option of canceling this Agreement at anytime within thirty (30) days after such casualty. If Lessor does not cancel this Agreement, the Lessor shall repair the leased premises with all convenient speed. The obligation of the Lessee to pay the monthly rental shall be abated during the time the leased premises are untenable and shall be partially abated during the time the leased premises are partially untenable. As used herein, the leased premises shall be deemed to be wholly untenable if the damage or destruction cannot be repaired by Lessor within one hundred eighty days (180).
- b. In case the leased premises and/or the entrance(s), passageways, hallways and/or lavatories shall be sufficiently damaged so as to unreasonably impede Lessee's use of the leased premises for a period likely to exceed sixty (60) days, Lessee may, at its option, terminate this Agreement forthwith by written notice to the Lessor, in which event any unabsorbed advance rental forthwith upon Lessee's surrendering the leased premises shall be repaid to Lessee.
- c. Anything in this Agreement to the contrary notwithstanding, in the event Lessor determines, in its sole and absolute discretion, to close St. Clement Parish or cluster

or merge St. Clement Parish with any other parish, Lessor shall have the right to terminate this Agreement upon not less than six (6) full calendar months' prior written notice to Lessee and such termination shall be effective as of the date specified in such notice but in no event earlier than six (x) months after the date such notice is sent by Lessor to Lessee in accordance with the terms and conditions of this Agreement, and any such termination shall be effective only on a June 30th unless Lessee otherwise agrees in writing. In no event shall the effective date of such notice be earlier than August 31, 2015. In the event that Lessor exercises this right, Lessor shall, within thirty (30) days after the effective date of such termination, pay to Lessee that portion of the Reimbursement Amount for which Lessee did not receive a rent credit pursuant to the terms of this Agreement.

15. **Successors and Assigns**

This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

16. **No Representations**

Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the premises. This Agreement is not made in reliance upon any representation whatsoever.

17. **Security Deposit**

The Lessor herewith acknowledges the receipt of **Twenty Thousand Dollars (\$20,000)**, which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Agreement, but in no event shall the Lessor be obliged to apply the same upon rents or other charges in arrears or upon damages for the Lessee's failure to perform said covenants, conditions, and agreements; the Lessor may so apply the security at his option; and the Lessor's right to the possessions of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Lessor holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Lessor by reason of the Lessee's breach of the covenants, conditions, and agreements of this Agreement, is to be returned to the Lessee when this Agreement is terminated, according to the terms, but in no event is the said security to be returned until the Lessee has vacated the premises and delivered possession to the Lessor. In the event that the Lessor repossesses himself of the leased premises because of the Lessee's default or because of the Lessee's failure to carry out the covenant, conditions, and agreements of this Agreement, the Lessor may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason

of the Lessee's default or breach. The Lessor shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds nor shall Lessor be required to obtain or account for any interest on said funds

18. **Hold Over**

It is hereby agreed that in the event the Lessee herein holds over after the termination of this Agreement, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous Agreement will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

19. **Options to Renew**

Provided Lessee is not in default of any of the provisions of this Agreement, Lessee shall have two (2) options to extend the term of this Agreement for an additional five (5) year period from and after the expiration of the original term and the first extension term, as applicable.

Lessee shall exercise the option by giving Lessor written notice of the intention to extend, no later than **December 31, 2016 with respect to the first extension term and December 31, 2021 with respect to the second extension term.**

The terms and conditions of this Agreement during the extended term shall be the same as during the original term of this Agreement, except there shall not be another option to extend.

20. **Headings**

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

21. **Hazardous Materials**

- a. Lessee shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Lessee's business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Lessee shall not spill, introduce, discharge or bury any Hazardous Materials, substance or contaminant of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. Lessee shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Lessee shall employ all appropriate safeguards and procedures necessary or appropriate to protect

such systems from contamination. Lessee shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Lessee's other indemnity or insurance obligations under this Agreement. Lessee shall, to the extent permitted by law, indemnify and hold harmless Lessor from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of Lessee, its agents, employees or invitees, during the term hereof. The obligations of Lessee under this section shall survive the termination of this Agreement.

- b. "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, Hazardous Materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

22. Asbestos

Lessee understands and agrees that it is Lessee's obligation, at Lessee's sole cost and expense, to comply with Michigan's Asbestos in Educational Facilities Act ("AEFA"), the Federal Asbestos Hazard Emergency Response Act ("AHERA"), the Federal Occupational Safety and Health Act ("OSHA") and the Michigan Occupational Safety and Health Act ("MIOSHA"), including any and all regulations promulgated thereunder regulating asbestos-containing materials in any fashion whatsoever (collectively, the "Asbestos Regulations") with respect to the leased premises. Under no circumstances shall the Lessor be considered to: a) have undertaken any duties or obligations with respect to the Asbestos Regulations; b) have retained any duties or obligations with respect to the Asbestos Regulations; or c) have been nominated as, undertake any duty with respect to or be acting in any capacity as a Local Education Agency for the purpose of compliance with any of the Asbestos Regulations. All obligations of Lessee under the Asbestos Regulations shall be performed by asbestos abatement contractors or such other persons as are trained and licensed to inspect, evaluate and abate asbestos-containing materials, or those materials that are suspected or presumed to contain asbestos. Lessee, to the extent permitted by law, hereby indemnifies, defends and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Regulations.

23. **Signs**

Lessee has permission to erect an exterior sign on the property of the leased premises advertising the Lessee's intended use. The size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable **City of Centerline** ordinances and must be approved by the **pastor of St. Clement Parish in his reasonable discretion**. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this paragraph in good repair and working order at all times. In addition, Lessee hereby agrees, to the extent permitted by law, to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the leased premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove the sign and shall restore the leased premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Agreement, then the sign shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such sign. All costs and expenses incurred by Lessor in connection with repairing or restoring the leased premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

24. **Lessor's Cure**

All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of rental. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within thirty (30) days of receipt of written notice from Lessor ("Delinquency Date") of the amount due. In the event Lessee fails to reimburse Lessor after receipt of Lessor's demand for Reimbursable Expenses, Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such costs, a late fee in the amount of five percent (5%) of the outstanding amount of the cost. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

All Reimbursable Expenses shall be deemed additional rental, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of

the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

25. **Lessor's Rights and Non-liability**

- Lessor shall have the right from time to time, without notice to Lessee, to inspect the leased premises to confirm Lessee's compliance with this Agreement provided such inspection does not unreasonably interfere with Lessee's use of the leased premises.
- Lessor shall not be responsible or liable to Lessee for:
 - any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the leased premises or any part of the structures or improvements on the leased premises; or
 - any loss or damage resulting to Lessee or his property from theft or a failure of the security systems, if any, in the structures or improvements on the leased premises; or
 - or any damage or loss of property within the leased premises from any cause other than solely by reason of the willful act of Lessor, and no such occurrence shall be deemed to be an actual or constructive eviction from the leased premises or result in an abatement of rents.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the leased premises and out of rents or other income from the leased premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the leased premises, and Lessor shall not be liable for any deficiency.

26. **"AS IS"; No Representations**

Lessee accepts the leased premises in its condition on the date of this Agreement, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the leased premises. This Agreement is not made in reliance upon any representation whatsoever.

27. **Transfer of Leased Premises by Lessor**

Lessor reserves the right to sell, assign or otherwise transfer its interest in the leased premises without Lessee's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

28. **Subordination**

This Agreement and the rights of the Lessee hereunder are hereby made subject to and subordinate to all mortgages now or hereafter placed upon the leased premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee provided the mortgagee named in said mortgages shall in writing agree to recognize this Agreement in the event of foreclosure if Lessee is not in default hereunder. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessor.

29. **Attorneys' Fees**

If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefore, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

30. **Additional Rent**

All taxes, insurance, utility charges, costs and expenses that the Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and all other damages that Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement shall be deemed additional rent, and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent.

31. **Jury Waiver**

LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT. ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING JURISDICTION IN THE COUNTY OF MACOMB, STATE OF MICHIGAN.

32. **Additional Provisions**

Lessor hereby acknowledges that Lessee is a non-profit corporation and the members of its Board of Education are unpaid Volunteers and such members shall not be personally liable for the obligations of the Lessee under this Agreement. Lessor hereby further acknowledges that Lessee is a public school academy as defined in the Act and this Agreement does not impose any liability on the State of Michigan or the Authorizing Body (as defined in the Act).

Lessor acknowledges that Lessee is a public school academy and that this Agreement does not impose any liability on the State of Michigan, any agency of the State of Michigan or the Authorizing Body of the Lessee for any debt or obligation incurred by Lessee hereunder. Lessor and Lessee acknowledge and agree that Lessee has no authority to extend the faith and credit of Lessee's Board of Education or to enter into any contractual arrangement that would financially obligate the Authorizing Body.

33. **Right of First Refusal.**

Provided Lessee is in possession of the leased premises and no Event of Default has occurred, if at any time during the term of this Agreement Lessor receives from any third party a bona fide offer (an "Offer") to purchase either the leased premises, or any part thereof, or the entire Parish Campus (as defined below) of which the leased premises are a part (the "Offer Premises") at a price and on terms that Lessor intends on accepting, Lessor shall give written notice of the Offer to Lessee ("Notice of Offer"). Lessee shall have fifteen (15) days after the date of which Lessee receives the Offer to exercise its right to purchase the Offer Premises at the same price and on the same terms and conditions as set forth in the Offer. To exercise its right, Lessee must, within the same fifteen (15) day period, deposit in escrow with a title company acceptable to Lessor, in its sole and absolute discretion, all moneys and instruments required by the terms of the Offer to be paid or delivered to Lessor at closing, including, but not limited to, the purchase price, and shall also give Lessor written notice of the same. In the event Lessee fails to exercise the right to purchase in accordance with the provisions of this Section, Lessee's right of first refusal shall terminate with respect to the Offer Premises so sold and conveyed and the Parish Campus, PROVIDED THAT:

(a) the right of first refusal shall remain in effect with respect to the leased premises only if not conveyed pursuant to the Offer;

(b) once an Offer of which Lessor has given Lessee notice is accepted by Lessor, Lessor shall not agree to a reduction of the purchase price without first giving Lessee notice of the reduction, and upon receipt of that notice, Lessee shall again, in accordance with the provisions of Section, have the right of first refusal to purchase the Offer Premises at the new price; and

(c) if any transaction described in the Offer is not closed in accordance with the terms of the Offer, then Lessee's right of first refusal shall be applicable to the Offer Premises and to any subsequent Offer received by Lessor with respect to the leased premises or the Parish

Campus (if the leased premises are still a part of the Parish Campus) during the term of this Lease. Nothing contained in this Section concerning either the termination of Lessee's right of first refusal or Lessee's failure to exercise the same shall in any way affect any of Lessee's other rights, options and privileges under this Agreement. Upon request of Lessor, Lessee shall furnish to Lessor or the purchaser of the Offer Premises an affidavit in recordable form stating the extent to which Lessee's Right of First Refusal has terminated in accordance with this section and setting forth such other matters as Lessor shall deem necessary or appropriate.

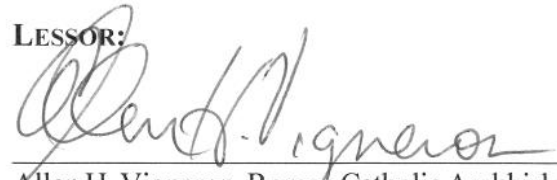
Lessee hereby acknowledges that the leased premises is not a single tax parcel and is part of a parcel entirely owned by Lessor, including, but not limited to, the St. Clement Church ("Parish Campus"). Anything in this Section to the contrary notwithstanding, the parties hereby acknowledge and agree that it is the intent of the parties that the right of first refusal granted herein is intended to be for the leased premises only and not for the St. Clement Church (or any part of the remainder of the Parish Campus which does not include the leased premises) unless any Offer for the St. Clement Church (or a portion of the Parish Campus) includes the leased premises.

Anything in this Agreement to the contrary notwithstanding, Lessee hereby acknowledges and agrees that if Lessee does not exercise its right of first refusal with respect to an Offer on the Athletic Field only, this Agreement shall automatically terminate immediately upon consummation of the sale set forth in such Offer without any further action by either party; provided, however, Lessor hereby agrees to provide Lessee with notice of the closing on the sale of the Athletic Field as least ten (10) days prior to such closing. Lessee acknowledges and agrees that the restrictions on termination set forth in Section 14(c) of this Agreement shall not apply to such sale of the Athletic Field only.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

IN THE PRESENCE OF:

LESSOR:



Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit

IN THE PRESENCE OF:

LESSEE:

**MICHIGAN MATHEMATICS AND
SCIENCE INITIATIVE, a Michigan public
school academy corporation, operating as
Michigan Mathematics and Science
Academy**

By: 

Its: President



Lorraine Ave



Comfort St

Alex St

Sylvan Ave

ATHLETIC FIELD

© 2012 Google

Burt St

Evelyn Ave

ST. CLEMENT PARISH SCHOOL

Central St

Harding St

Ieman St

Ritter St

Warren Blvd

Mile Rd

42°28'48.85" N 83°01'16.57" W elev 625 ft

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the 13th day of March, 2012, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226 (herein called "Lessor") and **MICHIGAN MATHEMATICS AND SCIENCE INITIATIVE**, a Michigan public school academy corporation operating as Michigan Mathematics and Science Academy, whose address is 99 E. Woodward Heights Ave., Hazel park, 48030-1450 (herein called "Lessee");

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated March 13th, 2012 (the "Lease") with respect to a portion of the real property described on Exhibit A attached hereto, as more particularly described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum to give record notice of the existence of the Lease;

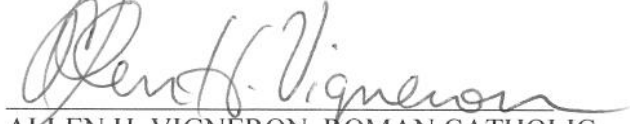
NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant acknowledge and agree as follows:

1. The recitals hereto and the terms and conditions of the Lease are incorporated herein by this reference.
2. Landlord hereby acknowledges and agrees that it has leased the Premises to Tenant under the Lease.
3. The parties acknowledge that the Landlord granted the Tenant a Right of First Refusal as more particularly set forth in the Lease.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date set forth at the beginning hereof.


LESSOR:



ALLEN H. VIGNERON, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 13th day of March, 2012, by ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT.


Notary Public, Wayne County, Michigan
Acting in Wayne County
My commission expires: 9-10-2017

MARCIA MYRAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 10, 2017
ACTING IN COUNTY OF Wayne

LESSEE:

Michigan Mathematics and Science Initiative, a Michigan public school academy corporation operating as Michigan Mathematics and Science Academy

By: Toulaht Kadiu

Name: TAULANT KADIU

Title: Board President

STATE OF Michigan)
COUNTY OF Macomb) SS.

MUHAREMA KOLASINAC
Notary Public, State of Michigan
County of Macomb
My Commission Expires 02-02-2017
Acting in the County of Macomb
Muharema Kolasinac

The foregoing instrument was acknowledged before me this 10 day of March, 2012, by TAULANT KADIU, the Board President of Michigan Mathematics and Science Initiative, a Michigan public school academy corporation operating as Michigan Mathematics and Science Academy, on behalf of the corporation.

Muharema Kolasinac
Notary Public, Macomb County, Michigan
Acting in Macomb County
My commission expires: 02-02-2017

This instrument prepared by:

Jeff C. Stewart
Jeff Stewart Legal Services, LLC
2405 Lakecrest Drive
Columbus, IN 47201

CERTIFICATE OF USE AND OCCUPANCY

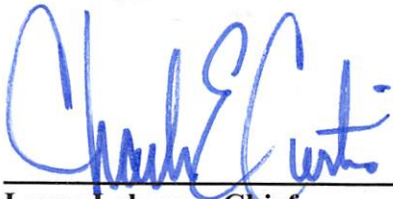
PERMANENT

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B033907
Michigan Math & Science Academy
8155 Ritter Avenue
Centerline, Michigan
Macomb County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

May 1, 2013